

CONTRACT>NNL05AA02B (Modifications)

The following information has been determined to be exempt from disclosure and has been deleted from the modifications:

- Signature Blocks in Modifications 1, 3, 4-7, 9, 12-15, 19-20, 27, 31, and 37
- Modification 3: Unit price and quantity for Item #0001, Section B, Page 2
- Modification 3: Unit price and quantity for Item #1001, Section B, Page 3
- Modification 3: Unit price and quantity for Item #2001, Section B, Page 4
- Modification 3: Unit price and quantity for Item #3001, Section B, Page 5
- Modification 3: Unit price and quantity for Item #4001, Section B, Page 6
- Modification 3: Fully Loaded Labor Rates, Section B, Page 10
- Modification 4: Unit price and quantity for Item #0001, Section B, Page 4
- Modification 13: The Cost and Fixed Fee for Statement of Work, Page 2
- Modification 14: Unit price and quantity for Item #0001, Section B, Page 4
- Modification 14: Unit price and quantity for Item #1001, Section B, Page 5
- Modification 14: Unit price and quantity for Item #2001A, Section B, Page 6
- Modification 14: Unit price and quantity for Item #2001B, Section B, Page 6
- Modification 14: Unit price and quantity for Item #3001, Section B, Page 7
- Modification 14: Unit price and quantity for Item #4001, Section B, Page 8
- Modification 14: Fully Loaded Labor Rates, Section B, Page 12
- Modification 15: Unit price and quantity for Item #0001, Section B, Page 4
- Modification 15: Unit price and quantity for Item #1001, Section B, Page 5
- Modification 15: Unit price and quantity for Item #2001A, Section B, Page 6
- Modification 15: Unit price and quantity for Item #2001B, Section B, Page 6
- Modification 15: Unit price and quantity for Item #3001, Section B, Page 7
- Modification 15: Unit price and quantity for Item #4001, Section B, Page 8
- Modification 27: Unit price and quantity for Item #3001, Section B, Page 4
- Modification 27: Unit price and quantity for Item #4001, Section B, Page 5

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300 (b)(4), which covers trade secrets, and commercial or financial information obtained from a person and privileged or confidential. It has been held that commercial or financial matter is “confidential” for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government’s ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, National Parks and Conservation Association v. Morton, 498 F.2d 765 (D.C. Cir. 1976).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 5
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE See Block 16b	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center, David O. Garner, 757-864-2784 Hampton, VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, Country, State and ZIP Code) ASRC Management Services 3900 C Street, STE - 802 Anchorage, AK 99503-3596		(4)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B
			10B. DATED (SEE ITEM 13) August 12, 2005
CODE 383H1	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

No Change

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	Mutual Agreement
	D. OTHER Specify type of modification and authority

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.


14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

a. The purpose of this modification is to:

- (1) Change the physical address in block 7 of the contract Standard Form 26.
- (2) Update contract clauses.

(continued)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DAVID O. GARNER, CONTRACTING OFFICER		16B. UNITED STATES OF AMERICA	16C. DATE SIGNED Sep 27, 2005
17C. DATE SIGNED 9/26/05		BY  (Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-105
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 63.243

b. At the time of contract award, the Contractor's physical address was incorrectly identified in block 7 of the contract Standard Form 26 as:

ASRC-Management Services
6306 Ivy Lane, Suite 800
Greenbelt, MD 20770-6356

The above address is hereby change to:

ASRC-Management Services
3900 C Street, STE - 802
Anchorage, AK 99503-3596

The mailing address remains:

ASRC-Management Services
6306 Ivy Lane, Suite 800
Greenbelt, MD 20770-6356

c. The following clauses are hereby changed or deleted in Section G of the contract:

G.5 NFS 1852.245-71 Installation-Accountable Government Property paragraph(b)(1) is filled in as follows:

...procedures apply "Will be listed in individual task orders"

d. The following clause are hereby deleted:
NFS 1852.245-75 Title to Equipment

e. The following contract clauses were referenced in Section I, however, not in full context as the contract stated. The following clauses are hereby incorporated in full text with the appropriate fill-ins:

I.8 52.244-2 - Subcontracts Alternate I (Aug 1998)

(a) *Definitions.* As used in this clause Approved purchasing system means a Contractors purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR) Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract. Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment. (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)(or (e) or this clause. (d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or (2) Is

fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or (ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing the following subcontracts:

"ALL SUBCONTRACTS"

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractors current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractors Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations; (B) The most significant considerations controlling establishment of initial or revised prices; (C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractors cost or pricing data in determining the price objective and in negotiating the final price; (E) The extent to which it was recognized in the negotiation that the subcontractors cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated; (F) The reasons for any significant difference between the Contractors price objective and the price negotiated; and (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall

identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) Unless the Contractor maintains an approved purchasing system, the Contractor shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause. *Alternate I*

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions; (2) Of the allowability of any cost under this contract; or (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i). (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government. (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3. (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

f. I. 9 52.252-2 - Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/loadmainre.html>

<http://farsite.hill.af.mil/> and <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of Clause)

g. All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE 1 OF 2 PAGE(S)

2. AMENDMENT/MODIFICATION NO.

2

3. EFFECTIVE DATE

See Block 16b

4. REQUISITION/PURCHASE REQ. NO.

See Block 12

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

National Aeronautics and Space Administration
Langley Research Center, David O. Garner, 757-864-2784
Hampton, VA 23681-2199

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code)

ASRC Management Services
3900 C Street, STE - 802
Anchorage, AK 99503-3596

Attention:

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNL05AA02B

10B. DATED (SEE ITEM 13)

August 12, 2005

CODE

3B3H1

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

PR: 4200135751 (CLIN 0001)

Net Increase of \$423,023.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

X 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to allot incremental funding to CLIN 0001 in the amount of \$423,023. The obligated amount is changed from \$1,378,969 to \$1,801,992.

(continued)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

DAVID O. GARNER, CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

31 Jan 06

SF 30, BLOCK 14 (CONTINUED):

A. Reference contract clause B.11. Subparagraphs (a) and (c)(1) are revised as follows:

B.11 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)
(Applies to CLIN X001)

(a) Of the total price of item 0001 the sum of \$1,801,992 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
CLIN 0001 Fully Funded	

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until CLIN 0001 is now fully funded."

B. All other terms and conditions remain the same.

CONTRACT FUNDING SUMMARY						
	CLIN	PR Number	Total Funding By CLIN (CLIN X002 Funded Task Order)			NASA SAP P.O. # (For Internal Use Only)
BASIC PERIOD:			0001	0003	0004	
Contract Award	0001	4200107539 (PLIs 1,2,3)	\$1,378,969			NNL05AC93T
	0003	4200107539 (PLI 4)		\$70,000		NNL05AC95T
Modification 1		No Change				
Modification 2	0001	4200135751	\$423,023			NNL05AC93T
TOTAL			\$1,801,992	\$70,000	\$0	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 3	
2. AMENDMENT/MODIFICATION NO. 3		3. EFFECTIVE DATE See Block 16b		4. REQUISITION/PURCHASE REQ. NO. See Block 12	
5. PROJECT NO. (If applicable)		6. ISSUED BY National Aeronautics and Space Administration Langley Research Center, David O. Garner, 757-864-2784 Hampton, VA 23681-2199		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) ASRC Management Services 3900 C Street, STE - 802 Anchorage, AK 99503-3596 Attention: J. C. Lede		(4)		9A. AMENDMENT OF SOLICITATION NO.	
CODE JB3H1		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 13) August 12, 2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Purchase Requisition: 4200138097 (CLIN 0001)

Net Increase of \$803,959.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 CHANGES—FIXED PRICE (ALTERNATE I) (APR 1984)
	D. OTHER Specify type of modification and authority)

E. **IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to (i) increase the description of services in Part I, Section C, Statement of Work to incorporate the NASA Engineering Training (NET) program requirements; (ii) revise Part I, Section B, The Schedule, and Section H, Special Contract Requirements, to increase the firm-fixed price amounts for CLIN X001 and to decrease the reimbursable amounts for CLIN X002 proportionately; (iii) allot incremental funding to CLIN 0001 in the amount of \$803,959; and (iv) revise the program name from NASA Integrated Learning and Development Program (ILDLP) to read "NASA Academy of Program, Project, and Engineering Leadership (APPEL)". As a result, the following changes are hereby made to the contract:

(continued)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) [Redacted]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RICHARD T. CANNELLA, CONTRACTING OFFICER	
15C. DATE SIGNED 2-3-06		16B. UNITED STATES OF AMERICA BY Richard T. Cannella (Signature of Contracting Officer)	
		16C. DATE SIGNED 2-3-2006	

SF 30, BLOCK 14 (CONTINUED):

A. Reference Part I, Section B, The Schedule. The following changes are hereby made:

(1) Clause B.1 entitled "SUPPLIES AND/OR SERVICES TO BE FURNISHED" pages 2-6 are hereby deleted in its entirety and replaced with the revised Clause B.1, pages 2 – 6, attached hereto.

(2) Clause B.3 entitled "CLIN PRICING" paragraph (b) second sentence is revised as follows:

"The Minimum Value of \$100,000 and Maximum Value of \$24,814,612 are for the entire life of the contract (base period plus all options exercised)."

(3) Clause B.4 entitled "FIRM-FIXED PRICE (1852.216-78) (DEC 1988) (CLIN X001)" is deleted in its entirety and replaced with the following:

"The total firm-fixed price (FFP) of this contract is:

	TOTAL FFP AMOUNT (CLIN X001)
Base Period	\$3,006,076
Option Year 1	\$3,819,696
Option Year 2	\$3,988,740
Option Year 3	\$4,111,452
Option Year 4	\$4,259,424
Total FFP	\$19,185,388

The Total FFP amount is the base period amount plus any options exercised during the life of the contract."

(4) Clause B.5 entitled "MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY(IDIQ) CONTRACT VALUE (Applies to CLIN X002)" last sentence is revised as follows:

"The total maximum value is \$24,814,612 for the 5-year period of performance.

(5) Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item 0001 the sum of \$2,605,951 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

April 30, 2006	\$400,125
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(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until July 15, 2006."

B. Reference Part I, Section C, Statement of Work (SOW). The SOW (Pages 12 – 19) is hereby deleted in its entirety and replaced with the revised SOW (Pages 12 through 19) attached hereto.

C. Reference Part I, Section H, clause H.11 entitled "OPTIONS". Subject clause is hereby deleted in its entirety and replaced with the following:

"H.11 OPTIONS (LaRC 52.217-95) (APR 2002)

Pursuant to the clause entitled "Option to Extend the Term of the Contract (Mar 2000)," the Contractor hereby grants to the Government options to extend the term of the contract for 4 additional periods of 12 months each. Such option(s) are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

	Option 1	Option 2	Option 3	Option 4
Item	Year 2	Year 3	Year 4	Year 5
Total FFP Work (CLIN X001)	\$3,819,696	\$3,988,740	\$4,111,452	\$4,259,424
Total IDIQ Work (CLIN X002)	\$4,780,304	\$4,811,260	\$4,888,548	\$4,940,576
Cost Reimbursable Travel (CLIN X003)	\$700,000	\$700,000	\$700,000	\$700,000
Cost Reimbursable (CLIN X004)	\$300,000	\$300,000	\$300,000	\$300,000
Period of Performance	See Contract Clause Section F entitled "Period of Performance (LaRC 52.211-91)"			

D. In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's proposal for the incorporation of the NASA Engineering Training (NET) requirements, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this change.

E. All other terms and conditions remain the same.

CONTRACT FUNDING SUMMARY						
	CLIN	PR Number	Total Funding By CLIN (CLIN X002 Funded Task Order)			NASA SAP P.O. # (For Internal Use Only)
BASIC PERIOD:			0001	0003	0004	
Contract Award	0001	4200107539 (PLIs 1,2,3)	\$1,378,969			NNL05AC93T
	0003	4200107539 (PLI 4)		\$70,000		NNL05AC95T
Modification 1		No Change				
Modification 2	0001	4200135751	\$423,023			NNL05AC93T
Modification 3	0001	4200138097	\$803,959			NNL05AC93T
TOTAL			\$2,605,951	\$70,000	\$0	

PART I – THE SCHEDULE
SECTION B

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED (LaRC 52.211-90) (MAY 1999)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in Part I, Section C, Statement of Work.

BASIC CONTRACT PERIOD OF PERFORMANCE (1 SEPTEMBER 2005 THROUGH 31 AUGUST 2006)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	5 (9/1/05 thru 1/31/06)	Ms	██████████ Firm-Fixed Price	
		1 (2/1/06 Thru 8/31/06)	Ms	██████████ Firm-Fixed Price	<u>\$3,006,076</u> Firm-Fixed Price
0002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$5,393,924</u> MAXIMUM VALUE (Over life of contract)
0003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
0004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
0005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE
SECTION B

OPTION 1 PERIOD OF PERFORMANCE (1 SEPTEMBER 2006 THROUGH 31 AUGUST 2007)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	■	Ms	■ Firm-Fixed Price	<u>\$3,819,696</u> Firm-Fixed Price
1002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$4,780,304</u> MAXIMUM VALUE (Over life of contract)
1003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
1004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
1005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE
SECTION B

OPTION 2 PERIOD OF PERFORMANCE (1 SEPTEMBER 2007 THROUGH 31 AUGUST 2008)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	■	Ms	■ Firm-Fixed Price	<u>\$3,988,740</u> Firm-Fixed Price
2002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$4,811,260</u> MAXIMUM VALUE (Over life of contract)
2003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
2004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
2005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE
SECTION B

OPTION 3 PERIOD OF PERFORMANCE (1 SEPTEMBER 2008 THROUGH 31 AUGUST 2009)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
3001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	1	Ms	██████████ Firm-Fixed Price	<u>\$4,111,452</u> Firm-Fixed Price
3002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$4,888,548</u> MAXIMUM VALUE (Over life of contract)
3003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
3004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
3005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE
SECTION B

OPTION 4 PERIOD OF PERFORMANCE (1 SEPTEMBER 2009 THROUGH 31 AUGUST 2010)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	1	Ms	██████████ Firm-Fixed Price	<u>\$4,259,424</u> Firm-Fixed Price
4002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$4,940,576</u> MAXIMUM VALUE (Over life of contract)
4003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
4004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
4005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

B.2 NUMBERING OF CONTRACT LINE ITEMS NUMBERS (CLINs)

Contract Line Item Numbers (CLINs) change in the 1st digit for each contract period (base period plus four options). For example, the base period CLIN for Program Operations Support is 0001, Option Period 1 is 1001, Option Period 2 is 2001, and so on. Instead of repeating a whole series of numbers throughout the contract, the Government will refer to certain CLINs with an "X" as the first digit. For example, when the Government refers to "Reimbursable Travel", we will simply refer to CLIN X003.

B.3 CLIN PRICING

(a) CLIN X001 (Firm Fixed Price-Program Operations Support): For the CLINs under X001, list a fixed price monthly amount to perform services in accordance with the APPEL Statement of Work (SOW), then multiply by 12 months to derive the total amount. The Government reserves the right to order less than 12 months or one year of services for the fixed price CLINs. If less than 12 months is awarded, the price will be reduced by 1/12th for each month of service not awarded. The contractor's total amount for CLIN X001 will include support of the estimated amount of all reimbursable CLINs. Any change to the Firm Fixed Price amount may result in a corresponding increase or decrease to the maximum value of reimbursable CLINs (X002 – X004) to stay within the maximum value of the contract of \$49,000,000.

(b) CLIN X002 (Task Order Support): Task Orders placed in accordance with the contract terms will be separately priced and ordered in accordance with contract clauses B.10 and H.19. The Minimum value of \$100,000 and Maximum Value of \$24,814,612 are for the entire life of the contract (base period plus all options exercised). Task Orders will be priced in accordance with the in accordance with the rate schedule identified in Paragraph B.10 entitled "SCHEDULE OF RATES FOR PRICING TASK ORDERS UNDER CLIN X002".

(c) CLINs X003 through X004 (Reimbursables): Reimbursable CLINs will be reimbursed at actual cost, without fee. As such, all profit/fee should be proposed under the basic work for the fixed price CLINs.

NOTE: The government has provided estimates for the Cost Reimbursable CLINs X003 and X004. The estimates are provided to give the contractor a reasonable expectation of what expect each reimbursable effort to be. The "Not-To-Exceed" amounts are based on past experience, provided as a ceiling, and will be funded incrementally. The contractor shall not be reimbursed in excess of these amounts and the amount obligated for each CLIN is subject to the Limitation of Funds clause (FAR 52.232-22). Unless a CLIN or a requirement in the SOW specifically states that it is Cost Reimbursable, it shall be fixed price under CLIN X001.

B.4 FIRM-FIXED PRICE (1852.216-78) (DEC 1988) (CLIN X001)

The total firm-fixed price (FFP) of this contract is:

	TOTAL FFP AMOUNT (CLIN X001)
Base Period	\$3,006,076
Option Year 1	\$3,819,696
Option Year 2	\$3,988,740
Option Year 3	\$4,111,452
Option Year 4	\$4,259,424
Total FFP	\$19,185,388

The Total FFP amount is the base period amount plus any options exercised during the life of the contract.

THE FOLLOWING CLAUSES APPLY TO THE COST REIMBURSABLE CLINs X002 – X004

MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE (Applies to CLIN X002)

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$100,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$24,814,612 for the 5-year period of performance.

B.6 ESTIMATED COST AND FIXED FEE (NASA 1852.216-74) (DEC 1991)(Applies to CLIN X002)

The estimated cost and fixed fee of the contract is the sum of the estimated cost and fixed fee set forth for individual Task Orders issued by the Government pursuant to Part I, Section H, clause entitled "Task Ordering Procedure."

CONTRACT FUNDING (NFS 1852.232-81) (Applies to CLIN X002)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is the amount set forth in each Task Order. This allotment covers the following estimated period of performance as set forth in Task Orders issued by the Contracting Officer.

(b) An additional amount is obligated under each Task Order for payment of fee.

(c) The Limitation of Funds Clause FAR 52.232-22 (APR 1984) applies at the Task Order level.

B.8 CONTRACT FUNDING (NFS 1852.232-81) (Applies to CLINs X003 and X004)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is for the following amounts and these allotments cover the following estimated period of performance.

	CLIN	*Funding Summary Estimated Cost	**Estimated Period of Performance
Base Year	0003	\$70,000	Through November 30, 2005
	0004	TBD	TBD
Option 1	1003	TBD	TBD
	1004	TBD	TBD
Option 2	2003	TBD	TBD
	2004	TBD	TBD
Option 3	3003	TBD	TBD
	3004	TBD	TBD
Option 4	4003	TBD	TBD
	4004	TBD	TBD
* Represents the estimated cost subject to FAR 52.232-22 entitled "Limitation of Funds" and NFS 1852.232-81 entitled "Contract Funding"			
** Represents the period of performance it is estimated the allotted funds will cover			

(b) No additional amount is obligated under this contract for payment of fee.

ESTIMATED COST (NASA 1852.216-81) (DEC 1988) (Applies to CLINs X003 & X004)

The total estimated cost for complete performance of CLINs X003 and X004 is the amount listed in The Schedule. See FAR clause 52.216-11, Cost Contract--No Fee, of this contract.

SCHEDULE OF RATES FOR PRICING TASK ORDERS UNDER CLIN X002

(a) The following is a list of labor categories and their associated Fully-Loaded Hourly Labor Rates anticipated to be required in performance of task orders issued in accordance with the contract. As there will be no management or administrative task order issued, the Fully-Loaded Hourly Labor Rates shall include all costs both indirect and direct, **excluding fee**. These rates are to be used by the Contractor for establishing the estimated value for each individual task order issued.

Note: "Fully Loaded Hourly Labor Rate" includes salary plus an allocation of costs for overhead, general and administrative (G&A), escalation for option years, and any other direct and indirect costs in accordance with the Contractor's established accounting procedures. Examples of other costs include, but are not limited to, leave, fringe benefits, management, administration, purchasing, facility expense. For the purpose of this schedule of rates for this contract, the "Fully-Loaded Hourly Labor Rates" shall not include profit or fee as fee will be negotiated for each task order.

(b) The Government will issue cost-plus-fixed-fee task orders using the Fully-Loaded Labor Rates (excluding fee) for the appropriate labor category(ies) multiplied by the number of labor hours negotiated. The Contractor may propose subcontracting costs, materials, travel and other items and services to be included on individual task orders, if needed and determined reasonable, in direct support of the task. All proposed costs must be supported in writing and will be evaluated for reasonableness by the Government.

(c) Notwithstanding the provisions of the clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the fully-loaded labor rates specified below or the actual rates, whichever are less, for each of the Contractor's fiscal years applicable to this contract. Any costs that are not reimbursed due to the ceilings shall be deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.

(d) The Contractor may incur costs under CLIN X002 only in performance of task orders and task order modifications. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(e) On occasion, expertise may be required at a labor rate higher than the schedule of rates set forth above. The Contractor shall provide rationale for use of a higher rate and receive the approval of the Contracting Officer.

	Unit	Fully-Loaded Labor Rates				
		Base Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Program Manager						
Deputy Program Manager						
Project Manager						
Curriculum Manager						
Analyst						
Course Manager PEM/PSM						
Course Manager PGM/IPM						
Course Manager SEM	Hour					
Intern	Hour					
Academic Instructor	Hour					
Sr. Training Specialist	Hour					
Admin Assistant I	Hour					
Admin Assistant II	Hour					
Admin Assistant III	Hour					
Meeting/Event Planner	Hour					
Sr. Software Engineer	Hour					
Sr. Midrange Programmer	Hour					
R&D Associate-Specialist	Hour					
Sr. Business Systems Analyst	Hour					
Change Management Specialist						

B.11 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)
(Applies to CLIN X001)

LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)
(MARCH 1989)

(a) Of the total price of item 0001 the sum of \$2,605,951 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
April 30, 2006	\$400,125

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for

Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until July 15, 2006.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

**PART I – SECTION C
STATEMENT OF WORK (SOW)**

**NASA ACADEMY OF PROGRAM, PROJECT, ENGINEERING LEADERSHIP (APPEL)
CAREER DEVELOPMENT AND KNOWLEDGE SHARING SUPPORT SERVICES**

1.0 INTRODUCTION AND BACKGROUND

The Academy of Program and Project Leadership (APPL) began in 1987 as the Program and Project Management Initiative (PPMI) in order to promote educational and training resources. PPMI focused on a series of courses to provide a baseline of knowledge for NASA Project Managers who staffed the long-duration programs and projects characteristic of NASA prior to 1992. As NASA evolved, the process of project management required a greater level of formal knowledge for mission success. PPMI now had to provide more than a baseline of knowledge and needed to support the wide variety of Program and Project Management (PPM) competencies. Due to the increased scope of the program, the PPMI was renamed the Academy of Program and Project Management Leadership (APPL) in 1997. In parallel with APPL, the agency conducted training and development activities for engineering practitioners. This was accomplished through the NASA Engineering Training (NET) Program. The NET role was to provide engineering training and tools to assist and enable employees to perform their responsibilities. In 2005, APPL and NET were combined and renamed the NASA Integrated Learning and Development Program (ILDLP) then renamed to The Academy of Program, Project, and Engineering Leadership (APPEL) to more closely resemble the previous APPL Program.

APPEL is a research-based organization that serves the NASA's Technical Workforce. This workforce is comprised of PPM, Systems Engineering and Discipline-Engineering practitioner communities. The program provides products and services that manage risk, maximize human capital utilization, foster cost containment, schedule adherence, develop high-performance teams, and promote mission success. APPEL supports individual practitioners, technicians, engineers, project teams, and NASA projects and programs at every phase of development and level of complexity. The program continuously evolves to ensure that the program's activities and offerings reflect the best practices of NASA, industry, academia, and government.

APPEL enables career development through focused, application-based learning and career development services including formal education, performance enhancement, online tools development, and knowledge sharing. The objective is to develop recognized world-class Technical Workforce practitioners in advance of agency need. APPEL specializes in addressing identified learning and performance needs of practitioners, leveraging relations with the "best of the best" practitioners, and creating measurable efficiency thereby contributing significantly to the work force's effectiveness towards achieving mission success. Additional information can be found at the following websites:

APPL Web Site: <http://appl.nasa.gov/about/overview/index.html>

Knowledge Sharing Web Link: <http://appl.nasa.gov/businessunits/knowledge/overview/index.html>

Career Development Web Link: <http://appl.nasa.gov/businessunits/career/overview/index.html>

ASK Magazine Web Link: <http://appl.nasa.gov/ask/about/overview/index.html>

NET Web Link: <http://net.larc.nasa.gov/main.php>

2.0 SCOPE OF WORK

APPEL currently has four business units that support the overall program. These are (1) Performance Enhancement, (2) Knowledge Sharing, (3) Career Development, and (4) Research and Development. Management and Operations (M&O) activities are included in each business line. The scope of this contract includes support of the Knowledge Sharing (KS) and Career Development (CD) business units for the PPM community. In addition, the scope of this contract includes the NASA Technical Workforce, which is defined as the community of Program/Project Managers, Systems Engineers and Discipline Engineers. In response to the Agency's merger of APPL and NET, this contract will support the definition, execution, and evolution of knowledge sharing and world-class learning and career development services for the

Technical Workforce. Included in this is the publication of the Academy Sharing Knowledge (ASK) magazine including the expanded target audience for the NASA Technical Workforce and support of the M&O activities across the full scope of this SOW. The scope of this contract will continually evolve in response to revisions made to agency priorities.

3.0 DESCRIPTION OF SERVICES TO BE PERFORMED

3.1 Program Operations Support - The contractor shall provide all personnel, equipment, materials, supervision, and other items and services required to perform the operations and management of the services defined herein under the fixed-price portion of the contract, including the program operations support for the reimbursable line items of the contract. The Government will also have the ability to order work within the general scope but not covered under the firm fixed price portion of the contract. Work will be ordered through the issuance of Task Orders in accordance with the contract terms (See CLIN X002 and SOW Paragraph 4.0) and issued on a Cost-Plus-Fixed Fee (CPFF) Basis.

The contractor shall perform the following requirements:

3.1.1 Review, create, evaluate, implement, publish and disseminate those APPEL Technical Workforce CD and KS processes and activities that align with the NASA Mission and that are consistent with standards, policies and guidance for the design/development of curriculum and course objectives for program/project management, project scientist, engineering and program control communities.

3.1.2 Design, develop, and deliver course core curriculum based upon the APPEL integrated career development model including the staffing with qualified teaching professionals, course objectives, requirements, training plans, purpose, program objectives, and course assessments/evaluations/metrics.

3.1.3 Conduct curriculum/career development meetings (anticipated to be an average of 3 per year) with content experts, measurement personnel, web-services personnel, logistic personnel, APPEL management and representatives, instructors, professional organization representatives for accreditation/continuing educational credits, universities, and other APPEL team members engaged in APPEL Technical Workforce CD activities. The purposes of the meetings are to review, validate, and define where necessary, the full set of integrated elements (competencies, proficiencies, learning objectives, job experiences, and qualifications/certification criteria) comprising the Program/Project Management Development Process (PMDP) and Engineering Development Process (EDP) process. As a minimum, these meetings will result in agency stakeholder certification as to the accuracy and timeliness of APPEL learning and development services as they relate to NASA policy, standards, procedures and overall vision.

3.1.4 Host annual stakeholder meetings to review emerging knowledge sharing practices, both cross-cutting and discipline-specific, and to provide outreach to share APPEL's best practices. The meeting shall include collaboration with NASA stakeholders, project teams, NASA Centers, Mission Offices, Office of the Chief Engineer (OCE), other Federal agencies, universities, professional/ research organizations, contractors, non-contractor partners and other interested parties.

3.1.5 Participate in and develop presentations on APPEL Technical Workforce CD and KS activities for relevant conferences/forums for professional or research organizations, as well as APPEL domestic and international partners. Historically the contractor has participated in four events per year, and that is the anticipated level of support required for this contract. However, the number of events may fluctuate on an annual basis with an average of 4 per year over the potential 5-year period of performance.

3.1.6 Integrate Technical Workforce CD and KS processes, practices, products and services within APPEL and with other NASA and non-NASA educational offerings and CD models (e.g., courses, web-based tools, conferences) and experimental opportunities (e.g., job details, job rotations, fellowships) within the integrated Program/Project Management Development and Engineering Development processes. Collect and provide the required assessments/evaluations/metrics on such activities.

3.1.7 IT Distance Learning Support - Explore, identify and implement information technology resources for both KS and CD activities to enhance the delivery and management of APPEL services to the Technical Workforce community.

3.1.8 Execute, in coordination with the government, the definition, collection, publication and assessment of cross-cutting and discipline-specific metrics intended to ensure relevance and efficient utilization of public funds.

3.1.9 Execute, in coordination with the government, a Continuous Risk Management process intended to identify, document, track and mitigate risks associated with the execution of the APPEL charter.

3.1.10 Present monthly status reports to APPEL management in a format agreed to by the government.

3.1.11 Participate in APPEL-chaired reviews instituted to examine strategic aspects of program definition and execution. It is the intention of the government to convene approximately one review per year. However, the number of events may vary. For planning purposes the contractor should plan on two reviews during the first year of performance with an average of 1 per year over the potential 5-year period of performance.

3.2 Integrated and Community-Specific Development Process Services – It is the government's intention to have a CD model that fully integrates the needs of the Technical Workforce. However, each community that comprises the Technical Workforce shall be independently and regularly engaged in order to ensure the most complete definition of community requirements. Only once this community-based information has been collected and vetted shall the data be integrated into the APPEL consolidated CD framework. In all cases, the contractor will be able to accurately reverse engineer the consolidated CD framework into those elements that directly support a specific community within the Technical Workforce.

Therefore, the contractor shall engage the Technical Workforce communities, NASA stakeholders, contractor partners, university and professional and research organization partners, and non-NASA partners to maintain and extend each community's CD process and its online version. The contractor shall perform the following requirements:

3.2.1 Develop, maintain and deliver to APPEL for configuration baseline, in a form acceptable to the government, integrated and community-specific Competency Matrixes, describing core competencies, proficiencies and objectives integral to successfully performing within a NASA program, project, or discipline activity;

3.2.2 Maintain and document the APPEL unified CD model, in a form acceptable to the government, in which career development roadmaps for each community within the Technical Workforce are detailed in terms to include as a minimum: courses, job levels, knowledge sharing activities, and experiences. This shall include identification of competency levels, as well as success and exit criteria and that sequences learning activities and developmental opportunities to acquire and grow core competencies as well as support incremental levels of certification of completion against criteria defined both internally and externally to NASA;

3.2.3 Maintain an interactive, ongoing academic curriculum of Technical Workforce courses and learning activities, including, but not limited to, professional recommendation by the American Council on Education (ACE) and those with Project Management Institute (PMI) and The International Council on Systems Engineering INCOSE government provider status. The curriculum shall be available to the Government in electronic form and made available to the Technical Workforce in catalog form.

3.2.4 Starting with APPEL products, maintain and further design and develop the core curriculum for APPEL including staffing with qualified teaching professionals, course managers, course objectives, requirements, training plans, purpose and program objectives as well as course assessments/evaluations/metrics.

3.2.5 Develop and maintain a listing, known as a Resource Network, of NASA personnel who have depth and/or breadth in specific processes and competencies and knowledge domains to serve as competency Process Advisors (PA's) and Subject Matter Experts (SME's). This listing shall be submitted to the government within 1 business day of the request.

3.2.6 Assist PA's and SME's to define, review, revise and validate at least 34 percent of the competencies associated with APPEL CD model per year. Implement a government-approved process to recognize the contributions of NASAPA's and SME's.

3.2.7 Provide Agency-wide CD services for NASA Centers as follows:

3.2.7.1 Maintain and extend e-PMDP to address all communities within the APPEL CD model, an online application, to enable the Technical Workforce to access CD information, view development activities and create and manage individual development plans (IDP's) online, integrated with the overall NASA Human Capital Plan approach.

3.2.7.2 Work with NASA/APPEL PMDP Demonstration Centers --e.g. Marshall Space Flight Center (MSFC)-- as well as non-NASA Demonstration Centers to develop Agency-wide implementation approaches for voluntary and/or mandatory certification. Demonstration Centers are those Centers that have piloted an agency-wide process or product. The result of this effort will be an APPEL CD model fully aligned to internal- and external-agency certification authorities such as the US Office of Management and Budget. It is the intention of the government that certifications be awarded to a member of the Technical Workforce as soon as the criteria have been met. The contractor shall provide opportunities to petition for certification and/or professional recognition as soon as the criteria has been, or could be, satisfied.

3.2.7.3 Assist CD Center Points of Contact to plan and implement APPEL programs and processes.

3.2.7.4 Develop Customized CD Guides building on the recently completed state-of-the art examples such as the MSFC PMDP Guide 4.0 and APPL PMDP Guide 6.0

3.3 Career Development Services - The contractor shall provide specific, clearly-defined CD courses and services linked to the core competencies and used to develop individual and team capabilities and to assist teams, other NASA Centers, and others (e.g., other Government partners, commercial partners, university, and international partners). Types of services include, but are not limited to: development of learning documents, courses, and targeted instructional material; assessments of capabilities; simulations; case studies; process maps; classes, workshops, forums, computer-based training (CBT), and computer-mediated instruction; consulting; and mentoring. Partner with universities to access university experts to explore different learning models/methods to build Technical Workforce expertise.

3.3.1 Design and implement within the agency's Technical Workforce communities a standard process/methodology once a year, and in a time frame consistent with the government budget process, to assess learning needs to design and deliver both mandatory and non-mandatory services or modules which continually evolve during the life of the contract. :

Mandatory Services:

- Introduction to NASA – Vision, Mission and Systems I & II
- Communications & Leadership I & II
- Risk Management I & II
- Foundations in Engineering, Systems Engineering & Project Management
- Intermediate Systems Engineering
- Intermediate Project Management
- APPEL CD Model Level-3 content
- APPEL CD Model Level-4 content
- Assessment of the Technical Workforce

Non-mandatory Services:

- Solar Web Courses
- University Courses
- Department of Defense/Department of Energy Courses

3.3.2 Annually assess CD products and services, learning needs, and a service delivery schedule to ensure alignment with individual and team learning needs/competencies within the Technical Workforce.

3.3.3 Deliver mandatory courses/learning activities, based on needs assessments to be conducted annually for the Centers and Agency stakeholders, semiannual updates and program/project team requirements. This includes but is not limited to scheduling sessions, securing facilities, identifying instructors, preparing materials, residing with participants thereby ensuring a continually safe environment, and coordinating responses to emergency situations, facilitating and evaluating the sessions.

3.3.4 Develop an integrated course/service delivery plan to ensure that service delivery frequency meets NASA's needs. In the plan describe existing or planned CD learning activities, tools, assessments/evaluations/metrics, and other resources to increase Technical Workforce proficiency and describe collaborative relationships for program planning and service delivery with Office of Personnel Management (OPM), Defense Acquisition University (DAU), Learning Management System (LMS), SOLAR, and other learning program and tools providers. Ensure that PPM learning activities and tools meet PMI certification and ACE accreditation requirements. The contractor shall ensure that Systems Engineering learning activities and tools meet INCOSE and ACE accreditation requirements and that Discipline-specific and Safety and Mission Assurance learning activities meet domain-specific accreditation requirements.

3.3.5 Establish program design standards and use a consistent approach to Technical Workforce learning activity designs across topics and media (e.g., courses, learning tools, assessments/evaluations/metrics, and learning plans) and publish standards with consistent documentation and measurement approaches for each delivery medium.

3.3.6 Coordinate instructors for NASA Headquarters-sponsored APPEL courses and events. This includes, but is not limited to, (1) identifying and selecting instructors; (2) working with NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers), universities, professional and research organizations, other contractors, and non-contractor partners; (3) providing instructor orientation and materials, (4) evaluating instructors and courses and events; and (5) tracking program results/impact.

3.4 Knowledge Sharing Services – The contractor shall engage domestic and international NASA stakeholders, contractor partners, university, professional and research organization partners, and any other non-NASA partner to explore and support NASA implementation of emerging approaches, techniques and models to share knowledge (e.g. best practices, lessons learned, communities of practitioners with shared interests and experience) within the agency. This includes, but is not limited to, the following:

3.4. Identify and implement innovative ways to share knowledge to build expertise across the Technical Workforce;

3.4.2 Develop strategies and services for Headquarter-, Center- and Project-based KS activities;

3.4.3 Assist other NASA Centers to conduct Knowledge Sharing Workshops to enable participants across the Technical Workforce to share best practices and lessons learned. This includes but is not limited to, assistance in designing, conducting and evaluating the programs, pre-registering participants and preparing program materials.

3.4.4 Assist in the “Leaders as Teachers & Mentors” (LT&M) program to identify potential project managers, program instructors, project team coaches or mentors, across NASA's Technical Workforce, who are willing to share knowledge, experience and development strategies (i.e., a Center Community of Practice [CoP]) for the CD Model for collaborative work with the Technical Workforce. The contractor shall identify and manage a database used to match

volunteers with expertise. More information regarding this program can be found at:
http://appl.nasa.gov/businessunits/knowledge/programs/KS_LeadTeach.html

3.4.5 Co-sponsor the Project Management Challenge and other Center-based KS efforts. This includes the coordination and development of the APPEL informational display and any material pertaining to the display. More information regarding this program can be found at: <http://pmchallenge.gsfc.nasa.gov/>

3.4.6 Broaden the scope, applicability, and functionality of KS products and services across the Technical Workforce communities to meet the demands of the ever-changing environment and NASA programs, policies and procedures in the most efficient and effective way.

3.5 Develop Learning and Knowledge Sharing Activities - The contractor shall engage NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers) to provide challenging and beneficial learning and knowledge sharing activities for the development of NASA's next generation of the Technical Workforce. The contractor shall:

3.5.1 Develop and adapt broadly accepted program/project management, systems engineering and scientific practices for NASA and other federal government organizations including the program/project community, engineering communities, Mission Offices, and Centers.

3.5.2 Integrate perspectives and activities to include but not be limited to courses, web-based tools, best practices, lessons learned, and data bases of multiple domestic and international organizational stakeholders, professional and research organizations, universities, and other NASA contract and non-contract partners.

3.5.3 Collaborate with NASA subject matter experts, professional organizations (e.g. Project Management Institute), other Government agencies (e.g. Defense Acquisition University), academia, and industry to design, develop, implement, evaluate and measure the impact of innovative ways for the Technical Workforce to learn, build individual and team expertise and capability, and share knowledge, best practices, lessons learned and emerging/developing processes.

3.5.4 Design, develop, write, edit, publish and distribute instructional and other learning and knowledge sharing materials and documents for the Technical Workforce community.

3.5.6 Link NASA Centers with similar learning and development and knowledge sharing issues together for facilitated work sessions and service development.

3.5.7 Increase the diffusion of new ideas, lessons learned and best practices throughout the agency and government via APPEL CD and KS efforts.

3.5.8 Participate in and initiate research activities related to learning and knowledge sharing within the program/project community in teams and NASA Centers and with other partners.

3.6 Academy Sharing Knowledge (ASK) Magazine Support - The contractor shall be responsible for the publication of the ASK Magazine to support performance enhancement services and tools, supporting career development programs, sponsoring knowledge sharing events and publications, and creating opportunities for Technical Workforce collaboration with universities, professional associations, industry partners and other government agencies. The contractor shall:

3.6.1 Edit and publish 3-8 issues of ASK Magazine annually; produce 5,000 to 7,000 copies per issue and submit a ready-to-publish online version to the government for porting to a website defined by the government.

3.6.2 Annually conduct an average of 2 sessions per year of the Masters Forum of Project Managers for 40-50 participants each to capture and share program and project management best practices and lessons learned. Leverage the

Masters Forum model to include comparable offerings for the rest of the Technical Workforce, as well as design and implement forums focusing on cross-cutting issues key to the agency. The contractor shall conduct 2 forums each for Program/Project Management, Systems Engineering, Safety and Mission Assurance, and cross-cutting topics for an annual average of 8 offerings. This includes, but is not limited to, program planning, coordination, management, direction, location, speakers, facilities, resources materials, pre-registration and feedback/evaluation. More information regarding this program can be found at: <http://appl.nasa.gov/businessunits/knowledge/programs/>

3.7 Program Enhancement/Improvement Support - The contractor shall provide suggestions and recommendations to support and enhance APPEL's present and future service delivery and results metrics using various methods including online surveys, pre-course demographic surveys, pre/post assessments, supervisor assessments, and non-NASA and professional organization recognition. In addition, the contractor shall measure:

3.7.1 The type, amount and nature of services provided to various populations (individuals, teams, Centers, Mission Offices;

3.7.2 The cost of providing each service to the designated population(s);

3.7.3 The results and impact of service delivery, including feedback and shifts in knowledge, concepts, behavior and performance of individuals and teams;

3.7.4 Improvements in individual and project team capabilities (linked to competency attainment and increases in proficiency);

3.7.5 Individual and project team access to information on competencies, desired proficiency levels and options for development;

3.7.6 The type, amount and nature of development options and resources available to individuals and project teams (Agency-wide, at NASA Centers, and provided by APPEL);

3.7.7 The costs and benefits associated with recommended and alternative approaches to meeting the objectives of APPEL. This shall include analyzing the benefits of this program in relation to the resources expended in meeting the program objectives.

3.8 Travel - Travel will be cost reimbursable, with no fee, in accordance with CLIN X003, and subject to the Federal Travel Regulation. The contractor shall be required to travel to support meetings, conferences, workshops, classes, and other activities in support of this contract. Contractor required and requested travel shall be submitted in writing to the government and approved by the COTR prior to incurring any costs. The frequency and format of the contractor travel requests will be determined by the COTR.

4.0 TASK ORDER SUPPORT FOR WORK "OVER AND ABOVE" THE FIXED-PRICE PORTION OF THE CONTRACT (CLIN X002)

4.1 NASA's APPEL and other similar programs managed by the agency are continually evolving as the needs of the agency change. The government anticipates that during the life of the contract additional requirements, which are within the general scope of this contract but not specifically identified under the fixed price portion of the contract, will be required in support of NASA's mission. To accomplish the additional requirements, the Government may issue task orders in support of NASA Headquarters, NASA Centers and other Government agencies. Although the exact details of the work are not known at this time, potential areas of interest include, but are not limited to:

4.1.1 Support of the Agency's new vision and current mission goals;

4.1.2 Latest developments in the industry, the Agency, and the Nation related to the work covered by this contract;

4.1.3 Changes in the engineering workforce;

4.1.4 New strategies and tools for career development, as well as forums for sharing news, lessons, and practices;

4.1.5 New certification requirements, including assessment and performance requirements;

4.1.6 Collaborative efforts with other Agencies, academia, and industry;

4.1.7 Other similar program changes that are necessary for the agency to meet its Technical Workforce, Learning, and Training requirements.

4.2 This work will be considered "Over and Above Work" and services not covered by CLIN X001. The Contracting Officer will issue task orders in accordance with Special Contract Requirements clauses H.19 and H.20 of this contract. Only the Contracting Officer may issue task orders.

5.0 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

Unless specifically identified to be provided by the Government, the contractor shall furnish all property, equipment, supplies, and materials in support of the contract. The contractor shall have access to the training facilities at Wallops Island and other locations as specified under individual task orders.

6.0 INFORMATION TECHNOLOGY

All computer systems developed under this procurement shall be compatible with NASA platforms, policies and standards (See NPR 2800.1 – Managing Information Technology). Any and all applications, tools, and technologies that are developed under the execution of this contract will become the property of the United States Government.

6.1 Web-based Information Management Systems: Web-based information management systems that support on-line learning, registration, tracking, evaluations and assessments include secure (i.e., at a level of protection sufficient to prevent unauthorized access to web material) web-based data entry and report-reading support for evaluation and assessment of individuals, teams, and the Agency's Technical Workforce capabilities. Web-based information management systems that support studies are similar, but do not have to be secure.

6.2 Databases: Databases to be maintained include the APPEL Database and other databases that are implemented over the life of this contract. ILDP quality management effort includes, but is not limited to, documenting requirements for the products of the SSO; developing and maintaining templates for APPEL documents; and developing and maintaining checklists, process flow diagrams, and other process control tools.

6.3 Reference Documents: The information management system for reference documents shall support the preparation, verification, publication, distribution and posting on the web of documents that are meant to serve as a reference to both the learning community and the science community.

6.4 Website Development and Maintenance: APPEL Website support includes developing and maintaining the APPEL content, links, web-based libraries, presentations from conferences, and other related requirements as needed to perform the work required by this contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 3
2. AMENDMENT/MODIFICATION NO. 4	3. EFFECTIVE DATE See Block 16b	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable):
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center, David O. Garner, 757-864-2784 Hampton, VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) ASRC Management Services 3900 C Street, STE - 802 Anchorage, AK 99503-3596 Attention: Sam Swenson		(4)	9A. AMENDMENT OF SOLICITATION NO.
CODE 3B3H1 FACILITY CODE			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B
			10B. DATED (SEE ITEM 13) August 12, 2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See CONTRACT FUNDING SUMMARY of this Modification

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral Modification FAR 52.232-22 entitled "Limitation of Funds" and Mutual Agreement of Parties
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to (i) revise Part I, Section B, The Schedule, to decrease the Cost Reimbursable Travel CLIN 0003 value and increase the amount for Miscellaneous Services/Supplies CLIN 0004 proportionately; (ii) allot incremental funding to CLIN 0001 in the amount of \$400,125, CLIN 0003 in the amount of \$46,915 and CLIN 0004 in the amount of \$400,000. As a result, the following changes are hereby made to the contract:

(continued)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
	RICHARD T. CANNELLA, CONTRACTING OFFICER	
	BY <i>Richard T. Cannella</i> (Signature of Contracting Officer)	4-4-06

SF 30, BLOCK 14 (CONTINUED):

A. Reference Part I, Section B, The Schedule. The following changes are hereby made:

(1) Clause B.1 entitled "SUPPLIES AND/OR SERVICES TO BE FURNISHED" page 2 is hereby deleted in its entirety and replaced with the revised Clause B.1, page 2, attached hereto.

(2) CLIN 0003 value is changed from \$700,000 to \$200,000 (Net decrease of \$500,000). CLIN 0004 value is changed from \$300,000 to \$800,000 for a total CLIN 0004 value of \$800,000 (Net increase of \$500,000). As a result of the shifting of value from one CLIN to the other, there is no change in overall contract value.

(3) Allot incremental funding to CLIN 0003 in the amount of \$46,915 and CLIN 0004 in the amount of \$400,000.

(4) Paragraph B.8 entitled "CONTRACT FUNDING (NFS 1852.232-81) (Applies to CLINs 0003 and 0004)" has been deleted in its entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is for the following amounts and these allotments cover the following estimated period of performance.

	CLIN	*Funding Summary Estimated Cost	**Estimated Period of Performance
Base Year	0003	\$116,915	Through August 31, 2006
	0004	\$400,000	Through August 31, 2006
Option 1	1003	TBD	TBD
	1004	TBD	TBD
Option 2	2003	TBD	TBD
	2004	TBD	TBD
Option 3	3003	TBD	TBD
	3004	TBD	TBD
Option 4	4003	TBD	TBD
	4004	TBD	TBD
* Represents the estimated cost subject to FAR 52.232-22 entitled "Limitation of Funds" and NFS 1852.232-81 entitled "Contract Funding"			
** Represents the period of performance it is estimated the allotted funds will cover			

(b) No additional amount is obligated under this contract for payment of fee.

(5) Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN 0001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item 0001 the sum of \$3,006,076 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Fully Funded	\$0

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until Aug 31, 2006."

B. All other terms and conditions remain the same.

CONTRACT FUNDING SUMMARY						
	CLIN	PR Number	Total Funding By CLIN (CLIN X002 Funded by Task Order)			NASA SAP P.O. # (For Internal Use Only)
BASIC PERIOD:			0001	0003	0004	
Contract Award	0001	4200107539 (PLIs 1,2,3)	\$1,378,969			NNL05AC93T
	0003	4200107539 (PLI 4)		\$70,000		NNL05AC95T
Modification 1		No Change				
Modification 2	0001	4200135751	\$423,023			NNL05AC93T
Modification 3	0001	4200138097	\$803,959			NNL05AC93T
Modification 4	0001	4200147466	\$400,125			NNL05AC93T
	0003	4200134333		\$46,915		NNL05AC95T
	0004	4200147469			\$400,000	NNL05AC96T
TOTAL			\$3,006,076	\$116,915	\$400,000	

PART I - THE SCHEDULE
SECTION B

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED (LaRC 52.211-90) (MAY 1999)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in Part I, Section C, Statement of Work.

BASIC CONTRACT PERIOD OF PERFORMANCE (1 SEPTEMBER 2005 THROUGH 31 AUGUST 2006)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	PROGRAM OPERATIONS SUPPORT - The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	■ (9/1/05 thru 1/31/06)	Ms	■ Firm-Fixed Price	
		■ (2/1/06 Thru 8/31/06)	Ms	■ Firm-Fixed Price	<u>\$3,006,076</u> Firm-Fixed Price
0002	TASK ORDER SUPPORT - Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$5,393,924</u> MAXIMUM VALUE (Over life of contract)
0003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$200,000</u> (Not-To-Exceed)
0004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$800,000</u> (Not-To-Exceed)
0005	DATA AND DOCUMENTATION - The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 3
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2. AMENDMENT/MODIFICATION NO. 5	3. EFFECTIVE DATE 09/01/06	4. REQUISITION/PURCHASE REQ. NO. See Block 12
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center, David O. Garner, 757-864-2784 Hampton, VA 23681-2199	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) ASRC Management Services 3900 C Street, STE - 802 Anchorage, AK 99503-3596 Attention: Sam Swenson	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B
		10B. DATED (SEE ITEM 13) August 12, 2005

CODE 3B3H1	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 "CONTRACT FUNDING SUMMARY" of this Modification

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)
X	FAR 52.217-9 Option to Extend the Term of the Contract and FAR 43.103(a)(3)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to exercise Option 1 of the contract and incrementally fund CLIN 1001 in the amount of \$1,514,614. See page 2.

(continued)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LIONEL NADEAU, CONTRACTING OFFICER	16B. UNITED STATES OF AMERICA BY <u>Lionel E. Nadeau</u> (Signature of Contracting Officer)	16C. DATE SIGNED 8/28/06
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Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)
(Applies to CLIN 1001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item **1001** the sum of **\$1,514,614** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 1001	
November 2006	\$900,082
February 2007	\$900,000
June 20087	\$505,000
Total:	\$2,305,082

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **January 23, 2007.**"

B. All other terms and conditions remain the same.

CONTRACT FUNDING SUMMARY						
	CLIN	PR Number	Total Funding By CLIN (CLIN X002 Funded by Task Order)			NASA SAP P.O. # (For Internal Use Only)
BASIC PERIOD:			0001	0003	0004	
Contract Award	0001	4200107539 (PLIs 1,2,3)	\$1,378,969			NNL05AC93T
	0003	4200107539 (PLI 4)		\$70,000		NNL05AC95T
Modification 1		No Change				
Modification 2	0001	4200135751	\$423,023			NNL05AC93T
Modification 3	0001	4200138097	\$803,959			NNL05AC93T
Modification 4	0001	4200147466	\$400,125			NNL05AC93T
	0003	4200134333		\$46,915		NNL05AC95T
	0004	4200147469			\$400,000	NNL05AC96T
Subtotal Base Period:			\$3,006,076	\$116,915	\$400,000	
Option Period:			1001	1003	1004	
Modification 5	1001	4200170838	\$881,614	\$0	\$0	NNL05AC93T
		4200173277	660,000	0	0	
Subtotal Option Period:			\$1,514,614	\$0	\$0	
Total Contract Value			\$4,547,690	\$116,915	\$400,000	

The following paragraphs apply to CLIN x004, Miscellaneous Services/Supplies:

1. CLIN x004 Clarification: The purpose of CLIN x004 is to procure those services or supplies not otherwise provided under CLINs x001 thru x003. As it is not possible to describe every conceivable “miscellaneous” cost allowable under CLIN x004, the contractor shall obtain authorization from the contracting officer for all costs pertinent to CLIN x004 prior to incurring such costs. Accordingly, the contractor shall follow the procedures below.
2. CLIN x004 Procedures: Thirty (30) days prior to the next period, the contractor shall submit a quarterly estimate and supporting cost detail for CLIN x004 expenditures. As a minimum, the quarterly estimate shall include the following information:
 - a. Explain the purpose for the supply and/or service being proposed;
 - b. Identify the pertinent task order if applicable;
 - c. Explain why costs are not included under a specific task order;
 - d. Include a complete and detailed cost element break-out of all costs proposed under CLIN x004. The cost break-out shall include copies of quotes for any services and supplies procured from subcontractors. Include an explanation of the extent of competition for supplies or services exceeding \$2,500. If no such competition sought, explain.
 - e. The quarterly estimate may include a single line item for “miscellaneous” items of no more than \$1,000 for unanticipated costs.
3. COTR Review: The COTR will review all proposed supplies/services to verify such costs are within scope of the contract, not covered elsewhere under the contract (e.g. CLIN x001) and comment on the necessity and reasonableness of the proposed cost.
4. Authorization: The contractor shall identify a unique “authorization #” on each quarterly estimate and include a signature and date block for the contracting officer’s signature. Once the parties complete negotiations of the quarterly estimate, the contracting officer will complete the signature block and return a copy to the contractor to authorize the quarterly cost estimate at the not-to-exceed negotiated cost. The contractor is not authorized to incur costs related to the quarterly estimate until it obtains authorization from the contracting officer. The contractor shall submit a supplemental estimate for the contracting officer’s authorization for any single miscellaneous cost or cumulative miscellaneous costs which exceed the \$1,000 miscellaneous cost line item included in the quarterly estimate.
5. Invoicing and Payment: The contractor shall identify the applicable authorization # on each invoice submitted for cost reimbursement under CLIN x004. Only costs pertinent to the specific authorization # are allowable under the invoice. Costs not specifically authorized by the contracting officer will not be paid.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGE(S)

1 2

2. AMENDMENT/MODIFICATION NO.

6

3. EFFECTIVE DATE

See block 16c

4. REQUISITION/PURCHASE REQ. NO.

See Block 12

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (If other than item 6)

CODE

National Aeronautics and Space Administration
Langley Research Center, David O. Garner, 757-864-2784
Hampton, VA 23681-2199

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code)

ASRC Management Services
3900 C Street, STE - 802
Anchorage, AK 99503-3596

Attention: Sam Swenson

CODE

3B3H1

FACILITY CODE

(4)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNL05AA02B

10B. DATED (SEE ITEM 13)

August 12, 2005

X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not applicable.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

X FAR 43.103(a)(3)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See page 2.

(continued)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

LIONEL NADEAU, CONTRACTING OFFICER

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY

Lionel E. Nadeau Jr.
(Signature of Contracting Officer)

11/30/06

This no-cost modification incorporates the following course cancellation rates as follows:

Cancellation notice prior to start of course:	Cancellation Fee
15 business days or greater	\$0.00
14-12 business days	15% of course cost
11-6 business days	20% of course cost
5 – 0 business days	30% of course cost

When invoicing for cancellation fees, the contractor shall separately and clearly identify each cancellation fee and include the following information for each cancellation fee:

- course name
- date of course
- course price
- date contractor was notified of cancellation
- course cancellation rate used to calculate cancellation fee (from table above)
- cancellation fee amount

The contracting officer may reject any invoice containing cancellation fees if the above information is omitted.

The cancellation terms herein become effective 30 calendar days from the effective date of this modification.

All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				OMB Approval 2700-0042	
				1. CONTRACT ID CODE	PAGE OF PAGE (S) 9
2. AMENDMENT/MODIFICATION NO. 7		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 12	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center 9A Langley Blvd., Bldg. 1195B, M/S 126 Hampton, VA 23681-2199 POC: David O. Garner 757-864-2784		7. ADMINISTERED BY (If other than Item 6) CODE		5. PROJECT NO. (If applicable) Not Applicable	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) ASRC Management Services 3900 C Street, STE - 802 Anchorage, AK 99503-3596 Telephone: (301) 837-9041				(4)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B
					10B. DATED (SEE ITEM 13) August 12, 2005
CODE 3B3H1		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Not applicable					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority) X FAR 43.103(a)(3)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1 original</u> copy to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

SEE PAGE 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) [Redacted]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LIONEL E. NADEAU JR.	
15B. CONTRACTOR REFERENCE [Redacted] (Authorized to sign)		15C. DATE SIGNED 12/19/06	16B. UNITED STATES OF AMERICA BY <u>Lionel E. Nadeau</u> (Signature of Contracting Officer)
		16C. DATE SIGNED 12/19/2006	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
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STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

SF 30, BLOCK 14 (CONTINUED):

A. Reference the Task Cover Page, Optional Form (OF) 347:

(i) Block 17(f): The following changes are hereby made to the Contract Funding Summary table:

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				1	3	4	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T
		0003	4200107539 (PLI 4)		70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	400,125			NNL05AC93T
		0003	4200134333		46,915		NNL05AC95T
		0004	4200147469			400,000	NNL05AC96T
subtotal Base period:				\$ 3,006,076	\$ 116,915	\$ 400,000	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	881,614	-	-	NNL05AC93T
			4200173277	660,000	-	-	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	Add work to CLIN 1004: APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
subtotal total Option 1 :				\$ 1,541,614	\$ -	\$ -	
Grand total: Base + Option 1:				\$ 4,547,690	\$ 116,915	\$ 400,000	

- B. The following subtasks are hereby incorporated into CLIN 1004 by this modification; the applicable statements of work (SOW) are provided as Attachments 1 thru 3:

APPEL on-a-stick	\$4,388	SOW Attachment 1
Round Table Mtg	20,256	SOW Attachment 2
Catalog printing	<u>10,615</u>	SOW Attachment 3
	\$35,260 (rounded)	

- C. **NOTE:** The following corrections are hereby made to contract modification # 5:

1. Reference page 2, paragraph “(a)” (pertaining to Clause B.11): **replace:** “...the sum of \$1,5**14**,614 is presently available...” **with:** “...the sum of \$1,5**41**,614 is presently available...”
2. A numerical transposition error is hereby corrected as follows:

Reference the “Contract Funding Summary” table on page 2 of mod 5. The sum contained in the row titled: “Subtotal Option Period” and column “0001” is changed from “\$1,5**14**,614” to read: “\$1,5**41**,614.”

- D. All other terms and conditions of this task order remain unchanged.

ATTACHMENT 1

APPEL Task Order Statement of Work

Task Order Number: CLIN 1004 (NNL05AC96T)

1. **Task Order Title:** APPEL on-a-stick - Distribution of 1gig flash drives to APPEL PM&SE participants.

2. **Purpose, Objective, and Background of Work to be Performed:**

APPEL offers many courses to the Centers that aim to guide Program/Project Managers and System Engineers to the path of excellence as they progress throughout their careers at NASA. The Project Management and Systems Engineering Course is a three-week program that is intended for personnel that have recently entered a project, system engineering, or supervisory position. This course is designed to enhance proficiency in applying PM and SE discipline processes and practices over project life cycle. Participants will increase their expertise in Defining and Implementing System Projects and Managing and Leading Project and Technical Teams thus increasing the overall effectiveness of the NASA workforce.

A major focal point of this course is the utilization of two of NASA's NPR documents: NASA Space Flight Program and Project Management Requirements (7120) and NASA Systems Engineering Processes and Requirements (7123). These documents provide NASA Project Managers and Engineers with the guidelines they will use throughout their career. Each participant will be given a 1gig flash drive with a copy of the 7120 and 7123 along with other important PM and SE tools saved to its memory. These job aids will be crucial in allowing them to have quick reference to these and other documents and tools they will use throughout the entirety of their projects and careers at NASA. Providing APPEL course participants with such tools will remind NASA Project Managers and Engineers of the importance of using the NPR documents.

3. **Description of the Work to be Performed:**

The contractor shall perform the following task requirements:

- A. Flash Drive Preparation: Each flash drive to have the APPEL logo with text on the right side to be printed in black, max imprint, on front, center of each USB.
- B. Flash Drive Distribution: The completed order of the flash drives will be shipped to ASRC.
- C. The contractor shall upload the 7120 and 7123 document files onto each flash drive and other important PM and SE tools prior to distribution.

4. **Deliverables:**

- Deliverable 1: Flash drive preparation with the information described in para. 3C above uploaded.
- Deliverable 2: Receipt of flash drive shipment at ASRC.
- Deliverable 3: Distribution of Flash drives to participants.

ATTACHMENT 1

5. **Government Furnished Items:**

- The government will provide personnel to support course logistics, which includes, but is not limited to distribution of the flash drives to the PM&SE course participants.

6. **Other information needed for performance of task:**

7. **Period of Performance:**

From date of award of task order through August 31, 2007.

8. **NASA Task Monitor (TM):**

Name: Roger C. Forsgren
NASA Headquarters
Office of the Chief Engineer
300 E. Street SW
Washington DC 20546-0001
Phone: 202-358-0859
Fax: 202-358-3296
Roger.c.forsgren@nasa.gov

ATTACHMENT 2

Task Order Number: CLIN 1004 (NNL05AC96T)

1. Task Order Title: NASA-APPEL All-Hands Meeting (Round Table)

2. Purpose, Objective, and Background of Work to be Performed:

For the past nine months, The Academy of Program, Project and Engineering Leadership (APPEL) team has been concentrated on designing, developing and implementing a comprehensive career development program for the project management and engineering communities. NASA's strength and ability to carry out its new unifying Vision for Space Exploration increasingly depends on the development of its technical and program/project management workforce. A primary objective of this two-day meeting is to provide an update to the APPEL Director as he prepares for his briefing to the NASA Administrator on December 12, 2006. A secondary objective if this All-Hands meeting is to review current NASA/APPEL processes and procedures, identify areas that need improvement and agree on solutions to strengthen these areas. A third objective is to develop a practical strategy and implementation plan for how to quickly and effectively advertise and communicate this new curriculum.

3. Description of the Work to be Performed:

The contractor shall perform the following task requirements:

1. Provide review and status report on Curriculum:

- Foundation Program
- PM/SE Program
- Advanced PM/SE Programs
- Executive Development Series
- Knowledge-Sharing Initiative

2. Review and Tighten NASA/APPEL Procedures and Processes

- Cancellation Policy
- Course Cancellation Process
- Travel Requests
- Mapping of NASA/APPEL Funding Process – your role in process
- Lead-time and Planning

3. Brainstorm and Recommend Solutions

4. Evaluate and Determine next steps by Senior Management

4. Deliverables:

- Deliverable 1: Clarification of NASA/APPEL funding process
- Deliverable 2: Understanding of course cancellation process and policy

ATTACHMENT 2

- Deliverable 3. Proposed solutions and recommendations for improving processes and operations

5. **Government Furnished Items**

The government will provide a meeting room at the location specified. Two break-out rooms will also be provided. Each meeting room shall be equipped with at least one LCD projector, projection screen, flip charts or white boards, and markers.

6. **Other information needed for performance of task:**

7. **Period of Performance:**

The period of performance shall be from the date of task issuance through 30 September 2007.

8. **NASA Task Monitor (TM):**

Name: Roger C. Forsgren
Deputy Director APPEL Business Management
NASA Headquarters
Office of the Chief Engineer
300 E. Street SW
Washington DC 20546-0001
Phone: 202-358-0859
Fax: 202-358-3296
Cell: 301-741-3662

ATTACHMENT 3

APPEL Task Order Statement of Work

Task Order Number: CLIN 1004 (NNL05AC96T)

1. **Task Order Title:** Printing and distribution of the 2007 APPEL Course Catalog.

2. **Purpose, Objective, and Background of Work to be Performed:**

APPEL offers many courses to the Centers that aim to guide Program /Project Managers and System Engineers to the path of excellence as they progress throughout their careers at NASA. The APPEL Course Catalogue is intended as a roadmap for professional development. The APPEL Curriculum lies at the heart of APPEL's approach to building project management and engineering capability at NASA. APPEL offers a mature curriculum that employs state-of-the-art methodologies based on leading empirical research and the latest developments in the aerospace and knowledge management industry. The aim of the curriculum is to enable each and every member of NASA's technical workforce to develop both the technical skills and the leadership abilities necessary to respond with speed and vision to a constantly changing landscape. A new overall curriculum structure for NASA APPEL has been developed that will help us meet this vision and provide a defined path for project managers and engineers to progress.

The printing and distribution of the 2007 APPEL Course Catalog will enable NASA PM's and SE's at the Centers to have a hands on tool and reference to APPEL's course offerings. The catalog enables prospective students to read about the courses and determine what course best fits the desired development needed to achieve success in NASA's missions.

3. **Description of the Work to be Performed:**

The contractor shall perform the following task requirements:

- Print 2,200 copies of the 2007 Course Catalog.
- Distribute 200 copies to each Center and 200 to the PM Challenge.

3. **Deliverables:**

- Deliverable 1: Printed copies of the 2007 Course Catalog.

4. **Government Furnished Items:**

- The government will receive and distribute the catalogs among the training offices and prospective participants in the Project Management and Systems Engineering arena.

6. **Other information needed for performance of task:**

7. **Period of Performance:**

Printing and distribution to be completed prior to 1 February 2007.

ATTACHMENT 3

8. NASA Task Monitor (TM):

Name: Roger C. Forsgren
NASA Headquarters
Office of the Chief Engineer
300 E. Street SW
Washington DC 20546-0001
Phone: 202-358-0859
Fax: 202-358-3296
Roger.c.forsgren@nasa.gov

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGE(S)
			2
2. AMENDMENT/MODIFICATION NO. 8	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Not Applicable
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center 9A Langley Blvd., Bldg. 1195B, M/S 126 Hampton, VA 23681-2199 POC: David O. Garner 757-864-2784		7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code)		(4)	9A. AMENDMENT OF SOLICITATION NO.
ASRC Management Services 3900 C Street, STE - 802 Anchorage, AK 99503-3596			9B. DATED (SEE ITEM 11)
Telephone: (301) 837-9041		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B
CODE 3B3H1	FACILITY CODE		10B. DATED (SEE ITEM 11) 12

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not Applicable.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

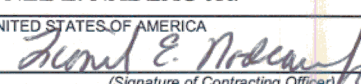
(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to allot incremental funding to CLIN 1001 in the amount of \$900,000. The total dollars obligated for CLIN 10001 is changed from \$1,541,614 per mod 5 to \$2,441,614. The total obligated amount for CLIN x001 is changed from \$4,547,690 to \$5,447,690. NOTE: Funds of \$900,000 will be added via NNL05AC93T.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LIONEL E. NADEAU JR.		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 1/05/2007
(Signature of person authorized to sign)			

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-105
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

SF 30, BLOCK 14 (CONTINUED):

A. Reference the Task Cover Page, Optional Form (OF) 347:

(i) Block 17(f): The following changes are hereby made to the Contract Funding Summary table:

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				1	3	4	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T
		0003	4200107539 (PLI 4)		70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	400,125			NNL05AC93T
		0003	4200134333		46,915		NNL05AC95T
		0004	4200147469			400,000	NNL05AC96T
subtotal Base period:				\$ 3,006,076	\$ 116,915	\$ 400,000	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	881,614	-	-	NNL05AC93T
			420173277	660,000	-	-	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	Add work to CLIN 1004: APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T
subtotal total Option 1:				\$ 2,441,614	\$ -	\$ -	
Grand total: Base + Option 1:				\$ 5,447,690	\$ 116,915	\$ 400,000	

SF 30, BLOCK 14 (CONTINUED):

A. Reference contract clause B.11. Subparagraphs (a) and (c)(1) are revised as follows:

B.11 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001)

(a) Of the total price of item 1001 the sum of ¹**\$2,441,614** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

*SCHEDULE FOR ALLOTMENT OF FUNDS	
CLIN 1001	² TBD

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until ³August 2007.”

NOTES:

1. CLIN 1001 total FFP amount is \$3,819,696 (per Mod 3, see table on page 2). Thus, an unfunded balance of \$1,378,082 remains to be funded.
2. Due to the continuing resolution, it is not possible as of the date of this modification to accurately estimate the next allotment of funds.
3. Based on monthly invoice rate of \$318,308 as per Mod 3 Schedule (page 3).

OMB Approval 2700-0042			
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGE(S) 6
2. AMENDMENT/MODIFICATION NO. 9		3. EFFECTIVE DATE See Block 16C	
4. REQUISITION/PURCHASE REQ. NO. See Block 12		5. PROJECT NO. (If applicable) Not Applicable	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center 9A Langley Blvd., Bldg. 1195B, M/S 126 Hampton, VA 23681-2199 POC: David O. Garner 757-864-2784		7. ADMINISTERED BY (If other than item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP: Code) ASRC Management Services 3900 C Street, STE - 802 Anchorage, AK 99503-3596 Telephone: (301) 837-9041		(4) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B 10B. DATED (SEE ITEM 13) August 12, 2005	
CODE 3B3H1		FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required) Not applicable			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
(4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) X By mutual agreement			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copy to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)			

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15C. DATE SIGNED 11/11/07		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LIONEL E. NADEAU JR.	
15B. UNITED STATES OF AMERICA BY <i>Lionel E. Nadeau</i> (Signature of Contracting Officer)		16C. DATE SIGNED 11/11/07	

SF 30, BLOCK 14 (CONTINUED):

This modification accomplishes the following: and updates the Contract Funding Summary table merely to add Modification 9 but does not provide additional funds.

A. Incorporates changes to Contract Funding Summary table (see tables on succeeding pages) as follows:

Adds Modification # 9 – CLIN 1004: no funding change; CLIN 1003: adds \$80,000;

B. Incorporates Attachment 1 Statement of Work (SOW) for creation of DVDs for the Executive Development Program;

C. The parties hereby agree that the negotiated price for the DVD creation task (Attachment 1) is **\$167,610.00;**

D. CLIN 1003 (travel) is hereby increased by \$80,000 to a new total \$196,915. **The \$80,000 will be added to>NNL0AC95T (not by this modification).**

E. All other terms and conditions remain unchanged.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number	Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				1	3	4	

BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T
		0003	4200107539 (PLI 4)		70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	400,125			NNL05AC93T
		0003	4200134333		46,915		NNL05AC95T
		0004	4200147469			400,000	NNL05AC96T
subtotal Base period:				\$ 3,006,076	\$ 116,915	\$ 400,000	

CONTRACT FUNDING SUMMARY							
Action Description	CLIN	PR Number					
			Total Funding By CLIN			NASA SAP P.O. #	
			(CLIN X002 Funded by Task Order)			(For Internal Use Only)	
			1	3	4		

Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	881,614	-	-	NNL05AC93T
			420173277	660,000	-	-	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	Add work to CLIN 1004: APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T
Modification 9	Add work to CLIN 1004; DVD creation for Executive Development Program. Add \$80,000 to CLIN 1003.	1003	4200182805 (PLI 20)	-	80,000	-	NNL05AC95T
subtotal total Option 1:				\$ 2,441,614	\$ 80,000	\$ -	
Grand total: Base + Option 1:				\$ 5,447,690	\$ 196,915	\$ 400,000	

CLIN 1004 (funded by NNL05AC96T)

1. **Task Order Title:** Creation and production of DVDs depicting the art and science of critical decisions in NASA.

2. **Purpose, Objective, and Background of Work to be Performed:**

The contractor will partner with the NASA project team to create a strategy and deliverables within a methodology capable of stimulating emotional and behavioral change across the organization on an ongoing basis. This methodology will be based on Little Planet's (subcontractor) research-proven techniques to identify and translate stories and their culture into valid educational experiences. The proposed project strategy and methodology will establish a self-sustaining model for observing, practicing and evolving effective leadership practices across the organization. This will be an experience of personal and organizational insight and reflection like none other within NASA. The opportunity to review and analyze mission outcomes decision-by-decision makes visible the seemingly reflexive thought-processes and behaviors of NASA's most experienced managers. This learning experience will engage participants in a manner unlike any other. Participants will be invigorated by the opportunity to actively engage in the experience as teachers, facilitators, explorers and learners. The outcome will be participants with a new-found appreciation for organizational "learning" experiences, and a contagious spread of the initiative's central message. By nature, this curriculum requires a development and delivery medium capable of growth and expansion that is simply not supported by traditional media approaches. This DVD will be used in the Executive Program of APPEL's core curriculum.

3. **Description of the Work to be Performed:**

The contractor shall perform the following task requirements:

A. Course Preparation: Gather data through interviews and research on defined subject areas to design a storyboard for each topic.

- i. The contractor shall meet with the NASA project team to determine interview and mission subjects and participants.
- ii. The contractor shall conduct interviews with identified mission project leader(s).
- iii. The contractor shall conduct mission research as necessary and/or directed by the NASA project team.
- iv. The contractor shall create a script (including audio and visuals) for each mission scenario and accompanying resource, for approval by the NASA/The contractor project team.

B. Course Materials: Create still pictures of NASA stories.

- i. The contractor shall produce still photographs of NASA mission stories (scenarios and resources) as original works, or where possible sourced from NASA image resources.
- ii. The contractor shall submit all images for approval by the NASA project team.
- iii. The contractor shall integrate approved images in the final production of scenarios and resources.

C. Work with NASA personnel through a defined vetting process to ensure materials are accurate; that they meet agreed-to requirements and that they are strategically aligned with the Agency goals and that they are well packaged.

- i. The contractor shall establish a process of project materials and milestones approval and check-offs in collaboration with the NASA project team.

4. **Deliverables:**

- Deliverable 1: Accurate data from interviews that can be used to create storyboards.
- Deliverable 2: Storyboards vetted through NASA APPEL management
- Deliverable 3: A professional DVD created for each of the scenarios

The government retains unlimited rights to all content produced under this task order including the professionally created DVD and contents therein.

5. **Government Furnished Items:**

- The government will provide a classroom for the course as scheduled in which these DVDs will be used to enhance the Executive Program.

6. **Other information needed for performance of task:** Not applicable.

7. **Period of Performance:**

From date of task order award through August 31, 2007.

8. **NASA Task Monitor (TM):**

Name: Roger C. Forsgren
NASA Headquarters
Office of the Chief Engineer
300 E. Street SW
Washington DC 20546-0001
Phone: 202-358-0859
Fax: 202-358-3296
Roger.c.forsgren@nasa.gov

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000010		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. Not Applicable.	
6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6)		CODE LARC	
		NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.			
ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		9B. DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B			
		10B. DATED (SEE ITEM 11) 09/01/2005			
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not Applicable.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NFS 1852.232-77 Limitation of Funds (Fixed-Price Contract) (March 1989)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to allot incremental funding to CLIN 1001 in the amount of \$1,378,082.00. The total dollars obligated for CLIN 1001 is hereby changed FROM: \$2,441,614.00 TO: \$3,821,570.00. CLIN 1001 is now fully funded. The total obligated amount for CLIN x001 is changed FROM: \$5,447,690 TO: \$6,825,772. NOTE: Funding in the amount of \$1,378,082.00 will be added via Task NNL05AC93T.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Robert J. Rice	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Robert J. Rice</i> (Signature of Contracting Officer)	16C. DATE SIGNED 4/12/07
(Signature of person authorized to sign)			

	Action Description	CLIN	PR Number	Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T
		0003	4200107539 (PLI 4)		70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	400,125			NNL05AC93T
		0003	4200134333		46,915		NNL05AC95T
		0004	4200147469			400,000	NNL05AC96T
subtotal Base period:				\$ 3,006,076	\$ 116,915	\$ 400,000	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	881,614	-	-	NNL05AC93T
			420173277	660,000	-	-	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		80,000		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,082	-	-	NNL05AC93T
subtotal total Option 1:				\$ 3,819,696	\$ 80,000	\$ -	
Grand total: Base + Option 1:				\$ 6,825,772	\$ 196,915	\$ 400,000	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000011		3. EFFECTIVE DATE 07/19/2007		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B		10B. DATED (SEE ITEM 11) 09/01/2005		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See CONTRACT FUNDING SUMMARY, Page 3 of this Modification Document

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- a) Correct a typographical error contained on page 1 of 2, Modification 10. The following sentence is hereby DELETED: The total dollars obligated for CLIN 1001 is hereby changed FROM: \$2,441,614.00 TO: \$3,821,570.00. This deleted sentence is replaced with the following: The total dollars obligated for CLIN 1001 is hereby changed FROM: \$2,441,614.00 TO: \$3,819,696.00.
- b) Incorporate the following information omitted from Modification 10 for NFS Clause 1852.232-77, Limitation of Funds, (Fixed-Price Contract) (MARCH 1989):

SEE CONTINUATION PAGE.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert J. Rice	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Robert J. Rice</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7/19/07

SF 30, BLOCK 14 (CONTINUED):

A. Reference contract clause B.11. Subparagraphs (a) and (c)(1) are revised as follows as a result of Modification 10:

B.11 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)
(MARCH 1989) (Applies to CLIN X001)

(a) Of the total price of item 1001 (Option 1) the sum of ¹\$3,819,696 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

*SCHEDULE FOR ALLOTMENT OF FUNDS	
CLIN 1001	² TBD

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until September 30, 2007.

c) Allot incremental funding to CLIN 1003, Option 1, Cost Reimbursable Travel, in the amount of \$31,575.90, in accordance with FAR 52.232-22, Limitations of Funds (APR 1984). The total dollars obligated for CLIN 1003, Option 1, is hereby changed FROM: \$80,000.00 TO: \$111,575.90. The total obligated amount for CLIN x003 is changed FROM: \$196,915.00 TO: \$228,490.90. NOTE: Funding in the amount of \$31,575.90 will be added via Task NNL05AC95T.

All other terms and conditions remain unchanged.

	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T
		0003	4200107539 (PLI 4)		70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	400,125			NNL05AC93T
		0003	4200134333		46,915		NNL05AC95T
		0004	4200147469			400,000	NNL05AC96T
subtotal Base period:				\$ 3,006,076	\$ 116,915	\$ 400,000	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	881,614	-	-	NNL05AC93T
			420173277	660,000	-	-	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		80,000		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,082	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		31,576		NNL05AC95T
subtotal total Option 1:				\$ 3,819,696	\$ 111,576	\$ -	
Grand total: Base + Option 1:				\$ 6,825,772	\$ 228,491	\$ 400,000	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000012		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 11) 09/01/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 3, Contact Funding Summary, of this modification

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification 12 is to exercise the Option 2 Period of Performance (01 September 2007 through 31 August 2008) and incrementally fund both CLIN 2001, Program Operations Support, in the amount of \$1,329,580.00 and CLIN 2003, Cost Reimbursable Travel, in the amount of \$20,000.00.

SEE CONTINUATION PAGE.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Robert J. Rice	
15C. DATE SIGNED 8-15-07		16B. UNITED STATES OF AMERICA <i>Robert J. Rice</i> (Signature of Contracting Officer)	
		16C. DATE SIGNED 8/15/07	

Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)
(Applies to CLIN 2001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item **2001** the sum of **\$1,329,580** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 2001	
December 2007	\$664,790
February 2008	\$997,185
May 2008	\$997,185
Total:	\$2,659,160

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **December 31, 2007.**"

B. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T
		0003	4200107539 (PLI 4)		70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	400,125			NNL05AC93T
		0003	4200134333		46,915		NNL05AC95T
		0004	4200147469			400,000	NNL05AC96T
subtotal Base period:				\$ 3,006,076	\$ 116,915	\$ 400,000	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	881,614	-	-	NNL05AC93T
			420173277	660,000	-	-	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		80,000		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,082	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		31,576		NNL05AC95T
subtotal Option 1 period:				\$3,819,696	\$111,576	-	
Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	1,329,580			NNL05AC93T
		2003	4200215786		20,000		NNL05AC95T
subtotal Option 2 period:				\$ 1,329,580	\$ 20,000	\$ -	
Grand total: Base + Option 1+Option 2:				\$ 8,155,352	\$ 248,491	\$ 400,000	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 000013		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. Not Applicable	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC	
6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE		9B. DATED (SEE ITEM 11)	
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 11) 09/01/2005	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not Applicable

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification 13 is to incorporate a requirement under CLIN 2004, Miscellaneous Services/Supplies, for the "Creation and Production of Case Studies depicting Engineering Lessons Learned from the Mars Exploration Rovers (MER) Project and the Construction Operations Building Information Exchange (COBIE)"; provide additional funding to CLIN 2003, Cost Reimbursable Travel; provide additional funding for CLIN 2004, Miscellaneous Services/Supplies; and update the Contract Funding Summary table. As a result, the following changes are hereby made:

SEE CONTINUATION PAGE.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert J. Rice	
15C. DATE SIGNED 9/7/07		16B. UNITED STATES OF AMERICA <i>Robert J. Rice</i> (Signature of Contracting Officer)	
		16C. DATE SIGNED 9/10/07	

SF 30, BLOCK 14 (CONTINUED):

A. Incorporates the Statement of Work titled “Creation and Production of Case Studies depicting Engineering Lessons Learned from the Mars Exploration Rovers (MER) Project and the Construction Operations Building Information Exchange (COBIE)” (pages 3 through 4 of this modification document) under Contract CLIN 2004, Miscellaneous Services/Supplies. The parties hereby agree that the negotiated price for this requirement is \$214,500 [REDACTED] or cost and [REDACTED] for fixed fee).

B. Additional funding in the amount of \$4,000.00 is hereby provided for CLIN 2003, Cost Reimbursable Travel. This funding will be added via Task NNL05AC95T under PR 4200219875.

C. Additional funding in the amount of \$17,370.00 is hereby provided for CLIN 2004, Miscellaneous Services/Supplies. This funding will be added via Task NNL05AC96T under PR 4200219257.

D. All other terms and conditions remain unchanged.

ASRC-MS
Contract NNL05AA02B
Academy of Program, Project and Engineering Leadership (APPEL)

Title: Creation and Production of Case Studies depicting Engineering Lessons Learned from the Mars Exploration Rovers (MER) Project and the Construction Operations Building Information Exchange (COBIE)

1. Purpose, Objective, and Background of Work to be Performed:

The MER Spirit and Opportunity project continues to operate beyond expected lifetimes. This extended operation provides exciting opportunities to examine and understand science data in the mission as project engineers confront and resolve engineering problems during operations. These lessons learned in the form of causes of the problems, how they were resolved and how this information might be applied to future Mars missions will become alive into the classroom as important elements. COBIE addresses the need to develop data standards for the exchange of building information needed by the facility maintenance and operations communities.

2. Description of the Work to be Performed:

The contractor shall partner with the APPEL project team to create two learning tools (case studies) based on a proven methodology that generates desired behavioral change across the organization on an ongoing basis. The proposed project strategy and methodology shall establish a self-sustaining model for observing, practicing and evolving effective project management competencies and best practices across the organization. Participants shall be invigorated by the opportunity to actively engage in the experience as teachers, facilitators, explorers and learners. The outcome shall be participants with a new-found appreciation for organizational “learning” experiences, and a contagious spread of the initiative’s central message. These learning tools shall be used in multiple programs within the APPEL curriculum.:

The contractor shall perform the following task requirements:

A. Course Preparation: Gather data through interviews and research on defined subject areas to design a storyboard for each topic.

- i. Contractor shall meet with the NASA project team to determine interview and mission subjects and participants.
- ii. Contractor shall conduct interviews with identified mission project leader(s).
- iii. Contractor shall conduct mission research as necessary
- iv. Contractor shall create a script (including audio and visuals) for each mission scenario and accompanying resource.

B. Course Materials: Create still pictures of NASA stories.

- i. Contractor shall produce still photographs of NASA mission stories (scenarios and resources) as original works, or where possible sourced from NASA image resources.
- ii. Contractor shall submit all images for approval by the APPEL project team.
- iii. Contractor shall integrate approved images in the final production of scenarios and resources.

C. Work with NASA personnel through a defined vetting process to ensure materials are accurate; that they meet agreed-to requirements and that they are strategically aligned with the Agency goals and that they are well packaged.

- i. Contractor shall establish a process of project materials and milestones approval and check-offs in collaboration with the APPEL project team.

3. Deliverables:

- a. Deliverable 1: Accurate data from interviews that can be used to create storyboards.
- b. Deliverable 2: Storyboards vetted through NASA APPEL management
- c. Deliverable 3: Two professional case studies created for each of the scenarios

NOTE: The government retains unlimited rights to all content produced under this task order including the professionally created case study and contents therein.

4. Government Furnished Items:

The government shall provide a classroom for the course as scheduled in which these two case studies will be used to enhance APPEL programs.

5. Period of Performance:

The period of performance shall be from the date of task issuance through **August 31, 2008.**

6. NASA Task Monitor (TM):

Name: Roger C. Forsgren
NASA Headquarters
Office of the Chief Engineer
300 E. Street SW
Washington DC 20546-0001
Phone: 202-358-0859
Fax: 202-358-3296
Roger.C.Forsgren@nasa.gov

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T
		0003	4200107539 (PLI 4)		70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	400,125			NNL05AC93T
		0003	4200134333		46,915		NNL05AC95T
		0004	4200147469			400,000	NNL05AC96T
subtotal Base period:				\$ 3,006,076	\$ 116,915	\$ 400,000	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	881,614	-	-	NNL05AC93T
			420173277	660,000	-	-	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		80,000		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,082	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		31,576		NNL05AC95T
subtotal Option 1 period:				\$3,819,696	\$111,576	-	
Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	1,329,580			NNL05AC93T
		2003	4200215786		20,000		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		4,000		NNL05AC95T
		2004	4200219257			17,370	NNL05AC96T
subtotal Option 2 period:				\$ 1,329,580	\$ 24,000	\$ 17,370	
Grand total: Base + Option 1+Option 2:				\$ 8,155,352	\$ 252,491	\$ 417,370	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 23	
2. AMENDMENT/MODIFICATION NO. 000014		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 11) 09/01/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.243-1 CHANGES - FIXED PRICE (ALTERNATE I) (APR 1984)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification 14 is to (i) increase the description of services in Part I, Section C, Statemet of Work to incorporate the requirement for a Partnership Outreach Manager; and (ii) revise Part I, Section B, The Schedule, and Section H, Special Contract Requirements, to increase the firm-fixed price amounts for CLIN X0001 and to decrease the reimbursable amounts for CLIN X0002 proportionately. As a result, the following changes are hereby made:

SEE CONTINUATION PAGE.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David H. Jones	
15B. CONTRACTING OFFICER		16B. UNITED STATES OF AMERICA <i>David H. Jones</i> (Signature of Contracting Officer)	
15C. DATE SIGNED 11/6/07		16C. DATE SIGNED 11-7-07	

SF 30, BLOCK 14 (CONTINUED):

A. Reference Part I, Section B, The Schedule. The following changes are hereby made:

(1) Clause B.1 entitled “SUPPLIES AND/OR SERVICES TO BE FURNISHED” pages 2-6 are hereby deleted in its entirety and replaced with the revised Clause B.1, pages 4 – 8, attached hereto.

(2) Clause B.3 entitled “CLIN PRICING” paragraph (b) second sentence is revised as follows:

“The Minimum Value of \$100,000 and Maximum Value of \$23,747,602 are for the entire life of the contract (base period plus all options exercised).”

(3) Clause B.4 entitled “FIRM-FIXED PRICE (1852.216-78) (DEC 1988) (CLIN X001)” is deleted in its entirety and replaced with the following:

“The total firm-fixed price (FFP) of this contract is:

	TOTAL FFP AMOUNT (CLIN X001)
Base Period	\$3,006,076
Option Year 1	\$3,819,696
Option Year 2	\$4,293,450
Option Year 3	\$4,485,312
Option Year 4	\$4,647,864
Total FFP	\$20,252,398

The Total FFP amount is the base period amount plus any options exercised during the life of the contract.”

(4) Clause B.5 entitled “MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY(IDIQ) CONTRACT VALUE (Applies to CLIN X002)” last sentence is revised as follows:

“The total maximum value is \$23,747,602 for the 5-year period of performance.”

(5) Clause B.11 entitled “LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

“(a) Of the total price of item 0001 the sum of \$8,155,352 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
November 30, 2007	\$1,000,000

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until November 30, 2007.

B. Reference Part I, Section C, Statement of Work (SOW). The SOW (Pages 12 – 19) is hereby deleted in its entirety and replaced with the revised SOW (Pages 14 through 22) attached hereto.

C. Reference Part I, Section H, clause H.11 entitled “OPTIONS”. Subject clause is hereby deleted in its entirety and replaced with the following:

“H.11 OPTIONS (LaRC 52.217-95) (APR 2002)

Pursuant to the clause entitled "Option to Extend the Term of the Contract (Mar 2000)," the Contractor hereby grants to the Government options to extend the term of the contract for 4 additional periods of 12 months each. Such option(s) are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

		Option 1	Option 2	Option 3	Option 4
Item		Year 2	Year 3	Year 4	Year 5
Total FFP Work (CLIN X001)		\$3,819,696	\$4,293,450	\$4,485,312	\$4,647,864
Total IDIQ Work (CLIN X002)		\$4,780,304	\$4,506,544	\$4,514,690	\$4,552,140
Cost Reimbursable Travel (CLIN X003)		\$200,000	\$700,000	\$700,000	\$700,000
Cost Reimbursable (CLIN X004)		\$800,000	\$300,000	\$300,000	\$300,000
Period of Performance	See Contract Clause Section F entitled “Period of Performance (LaRC 52.211-91)”				

D. In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor’s proposal for the incorporation of the Partnership Outreach Manager requirements, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this change.





E. All other terms and conditions remain the same.

PART I – THE SCHEDULE
SECTION B

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED (LaRC 52.211-90) (MAY 1999)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in Part I, Section C, Statement of Work.

BASIC CONTRACT PERIOD OF PERFORMANCE (1 SEPTEMBER 2005 THROUGH 31 AUGUST 2006)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	 (9/1/05 thru 1/31/06)	Ms	 Firm-Fixed Price	
		 (2/1/06 Thru 8/31/06)	Ms	 Firm-Fixed Price	<u>\$3,006,076</u> Firm-Fixed Price
0002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$5,393,924</u> MAXIMUM VALUE (Over life of contract)
0003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$200,000</u> (Not-To-Exceed)
0004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$800,000</u> (Not-To-Exceed)
0005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE
SECTION B

OPTION 1 PERIOD OF PERFORMANCE (1 SEPTEMBER 2006 THROUGH 31 AUGUST 2007)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	■	Ms	■ Firm-Fixed Price	<u>\$3,819,696</u> Firm-Fixed Price
1002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$4,780,304</u> MAXIMUM VALUE (Over life of contract)
1003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
1004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
1005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE
SECTION B

OPTION 2 PERIOD OF PERFORMANCE (1 SEPTEMBER 2007 THROUGH 31 AUGUST 2008)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001A	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	1	Ms	██████████ Firm-Fixed Price	<u>\$664,790</u> Firm-Fixed Price
2001B	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	1	Ms	██████████ Firm-Fixed Price	<u>\$3,628,660</u> Firm-Fixed Price
2002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$4,506,544</u> MAXIMUM VALUE (Over life of contract)
2003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
2004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
2005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables	1	Job	Not-Separately Priced	Not-Separately Priced

in support of this contract in such quantities as required by Contract Section D and J.

PART I – THE SCHEDULE
SECTION B

OPTION 3 PERIOD OF PERFORMANCE (1 SEPTEMBER 2008 THROUGH 31 AUGUST 2009)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
3001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	1	Ms	██████████ Firm-Fixed Price	<u>\$4,485,312</u> Firm-Fixed Price
3002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$4,514,690</u> MAXIMUM VALUE (Over life of contract)
3003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
3004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
3005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE
SECTION B

OPTION 4 PERIOD OF PERFORMANCE (1 SEPTEMBER 2009 THROUGH 31 AUGUST 2010)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	■	Ms	■ Firm-Fixed Price	<u>\$4,647,864</u> Firm-Fixed Price
4002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$4,552,140</u> MAXIMUM VALUE (Over life of contract)
4003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
4004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
4005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

B.2 NUMBERING OF CONTRACT LINE ITEMS NUMBERS (CLINs)

Contract Line Item Numbers (CLINs) change in the 1st digit for each contract period (base period plus four options). For example, the base period CLIN for Program Operations Support is 0001, Option Period 1 is 1001, Option Period 2 is 2001, and so on. Instead of repeating a whole series of numbers throughout the contract, the Government will refer to certain CLINs with an “X” as the first digit. For example, when the Government refers to “Reimbursable Travel”, we will simply refer to CLIN X003.

B.3 CLIN PRICING

(a) CLIN X001 (Firm Fixed Price-Program Operations Support): For the CLINs under X001, list a fixed price monthly amount to perform services in accordance with the APPEL Statement of Work (SOW), then multiply by 12 months to derive the total amount. The Government reserves the right to order less than 12 months or one year of services for the fixed price CLINs. If less than 12 months is awarded, the price will be reduced by 1/12th for each month of service not awarded. The contractor’s total amount for CLIN X001 will include support of the estimated amount of all reimbursable CLINs. Any change to the Firm Fixed Price amount may result in a corresponding increase or decrease to the maximum value of reimbursable CLINs (X002 – X004) to stay within the maximum value of the contract of \$49,000,000.

(b) CLIN X002 (Task Order Support): Task Orders placed in accordance with the contract terms will be separately priced and ordered in accordance with contract clauses B.10 and H.19. The Minimum value of \$100,000 and Maximum Value of \$23,747,602 are for the entire life of the contract (base period plus all options exercised). Task Orders will be priced in accordance with the in accordance with the rate schedule identified in Paragraph B.10 entitled “SCHEDULE OF RATES FOR PRICING TASK ORDERS UNDER CLIN X002”.

(c) CLINs X003 through X004 (Reimbursables): Reimbursable CLINs will be reimbursed at actual cost, without fee. As such, all profit/fee should be proposed under the basic work for the fixed price CLINs.

NOTE: The government has provided estimates for the Cost Reimbursable CLINs X003 and X004. The estimates are provided to give the contractor a reasonable expectation of what expect each reimbursable effort to be. The “Not-To-Exceed” amounts are based on past experience, provided as a ceiling, and will be funded incrementally. The contractor shall not be reimbursed in excess of these amounts and the amount obligated for each CLIN is subject to the Limitation of Funds clause (FAR 52.232-22). Unless a CLIN or a requirement in the SOW specifically states that it is Cost Reimbursable, it shall be fixed price under CLIN X001.

B.4 FIRM-FIXED PRICE (1852.216-78) (DEC 1988) (CLIN X001)

The total firm-fixed price (FFP) of this contract is:

	TOTAL FFP AMOUNT (CLIN X001)
Base Period	\$3,006,076
Option Year 1	\$3,819,696
Option Year 2	\$4,293,450
Option Year 3	\$4,485,312
Option Year 4	\$4,647,864
Total FFP	\$20,252,398

The Total FFP amount is the base period amount plus any options exercised during the life of the contract.

THE FOLLOWING CLAUSES APPLY TO THE COST REIMBURSABLE CLINs X002 – X004

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE (Applies to CLIN X002)

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$100,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$23,747,602 for the 5-year period of performance.

B.6 ESTIMATED COST AND FIXED FEE (NASA 1852.216-74) (DEC 1991)(Applies to CLIN X002)

The estimated cost and fixed fee of the contract is the sum of the estimated cost and fixed fee set forth for individual Task Orders issued by the Government pursuant to Part I, Section H, clause entitled "Task Ordering Procedure."

B.7 CONTRACT FUNDING (NFS 1852.232-81) (Applies to CLIN X002)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is the amount set forth in each Task Order. This allotment covers the following estimated period of performance as set forth in Task Orders issued by the Contracting Officer.

(b) An additional amount is obligated under each Task Order for payment of fee.

(c) The Limitation of Funds Clause FAR 52.232-22 (APR 1984) applies at the Task Order level.

B.8 CONTRACT FUNDING (NFS 1852.232-81) (Applies to CLINs X003 and X004)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is for the following amounts and these allotments cover the following estimated period of performance.

	CLIN	*Funding Summary Estimated Cost	**Estimated Period of Performance
Base Year	0003	\$116,915	Through August 31, 2006
	0004	\$400,000	Through August 31, 2007
Option 1	1003	\$111,576	Through August 31, 2007
	1004	0	
Option 2	2003	\$24,000	Through December 31, 2007
	2004	\$17,370	Through December 31, 2007
Option 3	3003	TBD	TBD
	3004	TBD	TBD
Option 4	4003	TBD	TBD
	4004	TBD	TBD
* Represents the estimated cost subject to FAR 52.232-22 entitled "Limitation of Funds" and NFS 1852.232-81 entitled "Contract Funding"			
** Represents the period of performance it is estimated the allotted funds will cover			

(b) No additional amount is obligated under this contract for payment of fee.

B.9 ESTIMATED COST (NASA 1852.216-81) (DEC 1988) (Applies to CLINs X003 & X004)

The total estimated cost for complete performance of CLINs X003 and X004 is the amount listed in The Schedule. See FAR clause 52.216-11, Cost Contract--No Fee, of this contract.

B.10 SCHEDULE OF RATES FOR PRICING TASK ORDERS UNDER CLIN X002

(a) The following is a list of labor categories and their associated Fully-Loaded Hourly Labor Rates anticipated to be required in performance of task orders issued in accordance with the contract. As there will be no management or administrative task order issued, the Fully-Loaded Hourly Labor Rates shall include all costs both indirect and direct, **excluding fee**. These rates are to be used by the Contractor for establishing the estimated value for each individual task order issued.

Note: "Fully Loaded Hourly Labor Rate" includes salary plus an allocation of costs for overhead, general and administrative (G&A), escalation for option years, and any other direct and indirect costs in accordance with the Contractor's established accounting procedures. Examples of other costs include, but are not limited to, leave, fringe benefits, management, administration, purchasing, facility expense. For the purpose of this schedule of rates for this contract, the "Fully-Loaded Hourly Labor Rates" shall not include profit or fee as fee will be negotiated for each task order.

(b) The Government will issue cost-plus-fixed-fee task orders using the Fully-Loaded Labor Rates (excluding fee) for the appropriate labor category(ies) multiplied by the number of labor hours negotiated. The Contractor may propose subcontracting costs, materials, travel and other items and services to be included on individual task orders, if needed and determined reasonable, in direct support of the task. All proposed costs must be supported in writing and will be evaluated for reasonableness by the Government.

(c) Notwithstanding the provisions of the clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the fully-loaded labor rates specified below or the actual rates, whichever are less, for each of the Contractor's fiscal years applicable to this contract. Any costs that are not reimbursed due to the ceilings shall be deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.

(d) The Contractor may incur costs under CLIN X002 only in performance of task orders and task order modifications. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(e) On occasion, expertise may be required at a labor rate higher than the schedule of rates set forth above. The Contractor shall provide rationale for use of a higher rate and receive the approval of the Contracting Officer.

		Fully-Loaded Labor Rates				
	Unit	Base Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Program Manager	Hour					
Deputy Program Manager	Hour					
Project Manager	Hour					
Curriculum Manager	Hour					
Analyst	Hour					
Technical Editor	Hour					
Course Manager PEM/PSM	Hour					
Course Manager PGM/IPM	Hour					
Course Manager SEM	Hour					
Intern	Hour					
Academic Instructor	Hour					
Sr. Training Specialist	Hour					
Admin Assistant I	Hour					
Admin Assistant II	Hour					
Admin Assistant III	Hour					
Meeting/Event Planner	Hour					
Sr. Software Engineer	Hour					
Sr. Midrange Programmer	Hour					
R&D Associate-Specialist	Hour					
Sr. Business Systems Analyst	Hour					
Change Management Specialist	Hour					
Partnership Outreach Manager	Hour					

B.11 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001)

**LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)
(MARCH 1989)**

(a) Of the total price of item 0001 the sum of \$8,155,352 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
November 30, 2007	\$1,000,000

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of

that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until November 30, 2007.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

**PART I – SECTION C
STATEMENT OF WORK (SOW)**

**NASA ACADEMY Of PROGRAM, PROJECT, ENGINEERING LEADERSHIP (APPEL)
CAREER DEVELOPMENT AND KNOWLEDGE SHARING SUPPORT SERVICES**

1.0 INTRODUCTION AND BACKGROUND

The Academy of Program and Project Leadership (APPL) began in 1987 as the Program and Project Management Initiative (PPMI) in order to promote educational and training resources. PPMI focused on a series of courses to provide a baseline of knowledge for NASA Project Managers who staffed the long-duration programs and projects characteristic of NASA prior to 1992. As NASA evolved, the process of project management required a greater level of formal knowledge for mission success. PPMI now had to provide more than a baseline of knowledge and needed to support the wide variety of Program and Project Management (PPM) competencies. Due to the increased scope of the program, the PPMI was renamed the Academy of Program and Project Management Leadership (APPL) in 1997. In parallel with APPL, the agency conducted training and development activities for engineering practitioners. This was accomplished through the NASA Engineering Training (NET) Program. The NET role was to provide engineering training and tools to assist and enable employees to perform their responsibilities. In 2005, APPL and NET were combined and renamed the NASA Integrated Learning and Development Program (ILDLP) then renamed to The Academy of Program, Project, and Engineering Leadership (APPEL) to more closely resemble the previous APPL Program.

APPEL is a research-based organization that serves the NASA's Technical Workforce. This workforce is comprised of PPM, Systems Engineering and Discipline-Engineering practitioner communities. The program provides products and services that manage risk, maximize human capital utilization, foster cost containment, schedule adherence, develop high-performance teams, and promote mission success. APPEL supports individual practitioners, technicians, engineers, project teams, and NASA projects and programs at every phase of development and level of complexity. The program continuously evolves to ensure that the program's activities and offerings reflect the best practices of NASA, industry, academia, and government.

APPEL enables career development through focused, application-based learning and career development services including formal education, performance enhancement, online tools development, and knowledge sharing. The objective is to develop recognized world-class Technical Workforce practitioners in advance of agency need. APPEL specializes in addressing identified learning and performance needs of practitioners, leveraging relations with the "best of the best" practitioners, and creating measurable efficiency thereby contributing significantly to the work force's effectiveness towards achieving mission success. Additional information can be found at the following websites:

APPL Web Site: <http://appl.nasa.gov/about/overview/index.html>

Knowledge Sharing Web Link: <http://appl.nasa.gov/businessunits/knowledge/overview/index.html>

Career Development Web Link: <http://appl.nasa.gov/businessunits/career/overview/index.html>

ASK Magazine Web Link: <http://appl.nasa.gov/ask/about/overview/index.html>

NET Web Link: <http://net.larc.nasa.gov/main.php>

2.0 SCOPE OF WORK

APPEL currently has four business units that support the overall program. These are (1) Performance Enhancement, (2) Knowledge Sharing, (3) Career Development, and (4) Research and Development. Management and Operations (M&O) activities are included in each business line. The scope of this contract includes support of the Knowledge Sharing (KS) and Career Development (CD) business units for the PPM community. In addition, the scope of this contract includes the NASA Technical Workforce, which is defined as the community of Program/Project Managers, Systems Engineers and Discipline Engineers. In response to the Agency's merger of APPL and NET, this contract will support the definition, execution, and evolution of knowledge sharing and world-class learning and career development services for the

Technical Workforce. Included in this is the publication of the Academy Sharing Knowledge (ASK) magazine including the expanded target audience for the NASA Technical Workforce and support of the M&O activities across the full scope of this SOW. The scope of this contract will continually evolve in response to revisions made to agency priorities.

3.0 DESCRIPTION OF SERVICES TO BE PERFORMED

3.1 Program Operations Support - The contractor shall provide all personnel, equipment, materials, supervision, and other items and services required to perform the operations and management of the services defined herein under the fixed-price portion of the contract, including the program operations support for the reimbursable line items of the contract. The Government will also have the ability to order work within the general scope but not covered under the firm fixed price portion of the contract. Work will be ordered through the issuance of Task Orders in accordance with the contract terms (See CLIN X002 and SOW Paragraph 4.0) and issued on a Cost-Plus-Fixed Fee (CPFF) Basis.

The contractor shall perform the following requirements:

3.1.1 Review, create, evaluate, implement, publish and disseminate those APPEL Technical Workforce CD and KS processes and activities that align with the NASA Mission and that are consistent with standards, policies and guidance for the design/development of curriculum and course objectives for program/project management, project scientist, engineering and program control communities.

3.1.2 Design, develop, and deliver course core curriculum based upon the APPEL integrated career development model including the staffing with qualified teaching professionals, course objectives, requirements, training plans, purpose, program objectives, and course assessments/evaluations/metrics.

3.1.3 Conduct curriculum/career development meetings (anticipated to be an average of 3 per year) with content experts, measurement personnel, web-services personnel, logistic personnel, APPEL management and representatives, instructors, professional organization representatives for accreditation/continuing educational credits, universities, and other APPEL team members engaged in APPEL Technical Workforce CD activities. The purposes of the meetings are to review, validate, and define where necessary, the full set of integrated elements (competencies, proficiencies, learning objectives, job experiences, and qualifications/certification criteria) comprising the Program/Project Management Development Process (PMDP) and Engineering Development Process (EDP) process. As a minimum, these meetings will result in agency stakeholder certification as to the accuracy and timeliness of APPEL learning and development services as they relate to NASA policy, standards, procedures and overall vision.

3.1.4 Host annual stakeholder meetings to review emerging knowledge sharing practices, both cross-cutting and discipline-specific, and to provide outreach to share APPEL's best practices. The meeting shall include collaboration with NASA stakeholders, project teams, NASA Centers, Mission Offices, Office of the Chief Engineer (OCE), other Federal agencies, universities, professional/ research organizations, contractors, non-contractor partners and other interested parties.

3.1.5 Participate in and develop presentations on APPEL Technical Workforce CD and KS activities for relevant conferences/forums for professional or research organizations, as well as APPEL domestic and international partners. Historically the contractor has participated in four events per year, and that is the anticipated level of support required for this contract. However, the number of events may fluctuate on an annual basis with an average of 4 per year over the potential 5-year period of performance.

3.1.6 Integrate Technical Workforce CD and KS processes, practices, products and services within APPEL and with other NASA and non-NASA educational offerings and CD models (e.g., courses, web-based tools, conferences) and experimental opportunities (e.g., job details, job rotations, fellowships) within the integrated Program/Project Management Development and Engineering Development processes. Collect and provide the required assessments/evaluations/metrics on such activities.

3.1.7 IT Distance Learning Support - Explore, identify and implement information technology resources for both KS and CD activities to enhance the delivery and management of APPEL services to the Technical Workforce community.

3.1.8 Execute, in coordination with the government, the definition, collection, publication and assessment of cross-cutting and discipline-specific metrics intended to ensure relevance and efficient utilization of public funds.

3.1.9 Execute, in coordination with the government, a Continuous Risk Management process intended to identify, document, track and mitigate risks associated with the execution of the APPEL charter.

3.1.10 Present monthly status reports to APPEL management in a format agreed to by the government.

3.1.11 Participate in APPEL-chaired reviews instituted to examine strategic aspects of program definition and execution. It is the intention of the government to convene approximately one review per year. However, the number of events may vary. For planning purposes the contractor should plan on two reviews during the first year of performance with an average of 1 per year over the potential 5-year period of performance.

3.1.12 Align the APPEL program with academia and industry to ensure that NASA employees continue to receive the best training available. The contractor shall receive written direction from the APPEL Director and/or COTR on a weekly/monthly basis in the performance of these duties. These duties shall include, but are not limited to, (1) providing consulting services to the APPEL Director concerning the direction of the APPEL curriculum and providing comparisons to outside training programs in academia and other organizations, (2) working closely with universities throughout the United States to develop compatibility and alignment between the APPEL program and courses taught in academia, (3) working with selected universities to develop academic credits for APPEL coursework and the incorporation of APPEL coursework into accredited university degree programs, (4) acting as the APPEL outreach executive to academia and other training organizations, which shall include developing an expert exchange program between NASA and these other organizations, (5) developing and administering a student challenge symposium and conference conducted annually to compete in providing project management and systems engineering development solutions that are briefed to senior NASA Executives; (6) hosting forums as required whereby NASA can engage the university leadership community to collaborate in meeting our complementary missions in supporting the next generation of engineers and scientists to enable the Vision of Space Exploration, (7) facilitating workshops, training and developmental opportunities, as required, which provide an environment to openly pursue innovative concepts for selected participants, (8) providing Graduate research student internships to facilitate direct student participation in PM/Senior Executive research, (9) providing technical support to the APPEL Business Management and Operations team for the development of key documents in support of University Programs as required, (10) participating in bi-weekly APPEL Senior Management Council (SMC) meetings, (11) providing technical support in the development and delivery of PowerPoint presentations to NASA Centers, APPEL Management, industry and academic partners as required by the APPEL COTR and/or APPEL Director, (12) providing Monthly Status Reports (MSRs) reflecting accomplishments, planned activities, travel requests, and request for assistances, which shall be submitted on the last Friday of the month to the APPEL COTR, (13) developing Project Plans per initiative for review and approval by APPEL Management as required in accordance with the approved schedule.

3.2 Integrated and Community-Specific Development Process Services – It is the government's intention to have a CD model that fully integrates the needs of the Technical Workforce. However, each community that comprises the Technical Workforce shall be independently and regularly engaged in order to ensure the most complete definition of community requirements. Only once this community-based information has been collected and vetted shall the data be integrated into the APPEL consolidated CD framework. In all cases, the contractor will be able to accurately reverse engineer the consolidated CD framework into those elements that directly support a specific community within the Technical Workforce.

Therefore, the contractor shall engage the Technical Workforce communities, NASA stakeholders, contractor partners, university and professional and research organization partners, and non-NASA partners to maintain and extend each community's CD process and its online version. The contractor shall perform the following requirements:

3.2.1 Develop, maintain and deliver to APPEL for configuration baseline, in a form acceptable to the government, integrated and community-specific Competency Matrixes, describing core competencies, proficiencies and objectives integral to successfully performing within a NASA program, project, or discipline activity;

3.2.2 Maintain and document the APPEL unified CD model, in a form acceptable to the government, in which career development roadmaps for each community within the Technical Workforce are detailed in terms to include as a minimum: courses, job levels, knowledge sharing activities, and experiences. This shall include identification of competency levels, as well as success and exit criteria and that sequences learning activities and developmental opportunities to acquire and grow core competencies as well as support incremental levels of certification of completion against criteria defined both internally and externally to NASA;

3.2.3 Maintain an interactive, ongoing academic curriculum of Technical Workforce courses and learning activities, including, but not limited to, professional recommendation by the American Council on Education (ACE) and those with Project Management Institute (PMI) and The International Council on Systems Engineering INCOSE government provider status. The curriculum shall be available to the Government in electronic form and made available to the Technical Workforce in catalog form.

3.2.4 Starting with APPEL products, maintain and further design and develop the core curriculum for APPEL including staffing with qualified teaching professionals, course managers, course objectives, requirements, training plans, purpose and program objectives as well as course assessments/evaluations/metrics.

3.2.5 Develop and maintain a listing, know as a Resource Network, of NASA personnel who have depth and/or breadth in specific processes and competencies and knowledge domains to serve as competency Process Advisors (PA's) and Subject Matter Experts (SME's). This listing shall be submitted to the government within 1 business day of the request.

3.2.6 Assist PA's and SME's to define, review, revise and validate at least 34 percent of the competencies associated with APPEL CD model per year. Implement a government-approved process to recognize the contributions of NASAPA's and SME's.

3.2.7 Provide Agency-wide CD services for NASA Centers as follows:

3.2.7.1 Maintain and extend e-PMDP to address all communities within the APPEL CD model, an online application, to enable the Technical Workforce to access CD information, view development activities and create and manage individual development plans (IDP's) online, integrated with the overall NASA Human Capital Plan approach.

3.2.7.2 Work with NASA/APPEL PMDP Demonstration Centers --e.g. Marshall Space Flight Center (MSFC)-- as well as non-NASA Demonstration Centers to develop Agency-wide implementation approaches for voluntary/and or mandatory certification. Demonstration Centers are those Centers that have piloted an agency-wide process or product. The result of this effort will be an APPEL CD model fully aligned to internal- and external-agency certification authorities such as the US Office of Management and Budget. It is the intention of the government that certifications be awarded to a member of the Technical Workforce as soon as the criteria have been met. The contractor shall provide opportunities to petition for certification and/or professional recognition as soon as the criteria has been, or could be, satisfied.

3.2.7.3 Assist CD Center Points of Contact to plan and implement APPEL programs and processes.

3.2.7.4 Develop Customized CD Guides building on the recently completed state-of-the art examples such as the MSFC PMDP Guide 4.0 and APPL PMDP Guide 6.0

3.3 Career Development Services - The contractor shall provide specific, clearly-defined CD courses and services linked to the core competencies and used to develop individual and team capabilities and to assist teams, other NASA Centers, and others (e.g., other Government partners, commercial partners, university, and international partners). Types of services include, but are not limited to: development of learning documents, courses, and targeted instructional material; assessments of capabilities; simulations; case studies; process maps; classes, workshops, forums, computer-based training (CBT), and computer-mediated instruction; consulting; and mentoring. Partner with universities to access university experts to explore different learning models/methods to build Technical Workforce expertise.

3.3.1 Design and implement within the agency's Technical Workforce communities a standard process/methodology once a year, and in a time frame consistent with the government budget process, to assess learning needs to design and deliver both mandatory and non-mandatory services or modules which continually evolve during the life of the contract. :

Mandatory Services:

- Introduction to NASA – Vision, Mission and Systems I & II
- Communications & Leadership I & II
- Risk Management I & II
- Foundations in Engineering, Systems Engineering & Project Management
- Intermediate Systems Engineering
- Intermediate Project Management
- APPEL CD Model Level-3 content
- APPEL CD Model Level-4 content
- Assessment of the Technical Workforce

Non-mandatory Services:

- Solar Web Courses
- University Courses
- Department of Defense/Department of Energy Courses

3.3.2 Annually assess CD products and services, learning needs, and a service delivery schedule to ensure alignment with individual and team learning needs/competencies within the Technical Workforce.

3.3.3 Deliver mandatory courses/learning activities, based on needs assessments to be conducted annually for the Centers and Agency stakeholders, semiannual updates and program/project team requirements. This includes but is not limited to scheduling sessions, securing facilities, identifying instructors, preparing materials, residing with participants thereby ensuring a continually safe environment, and coordinating responses to emergency situations, facilitating and evaluating the sessions.

3.3.4 Develop an integrated course/service delivery plan to ensure that service delivery frequency meets NASA's needs. In the plan describe existing or planned CD learning activities, tools, assessments/evaluations/metrics, and other resources to increase Technical Workforce proficiency and describe collaborative relationships for program planning and service delivery with Office of Personnel Management (OPM), Defense Acquisition University (DAU), Learning Management System (LMS), SOLAR, and other learning program and tools providers. Ensure that PPM learning activities and tools meet PMI certification and ACE accreditation requirements. The contractor shall ensure that Systems Engineering learning activities and tools meet INCOSE and ACE accreditation requirements and that Discipline-specific and Safety and Mission Assurance learning activities meet domain-specific accreditation requirements.

3.3.5 Establish program design standards and use a consistent approach to Technical Workforce learning activity designs across topics and media (e.g., courses, learning tools, assessments/evaluations/metrics, and learning plans) and publish standards with consistent documentation and measurement approaches for each delivery medium.

3.3.6 Coordinate instructors for NASA Headquarters-sponsored APPEL courses and events. This includes, but is not limited to, (1) identifying and selecting instructors; (2) working with NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers), universities, professional and research organizations, other contractors, and non-contractor partners; (3) providing instructor orientation and materials, (4) evaluating instructors and courses and events; and (5) tracking program results/impact.

3.4 Knowledge Sharing Services – The contractor shall engage domestic and international NASA stakeholders, contractor partners, university, professional and research organization partners, and any other non-NASA partner to explore and support NASA implementation of emerging approaches, techniques and models to share knowledge (e.g. best practices, lessons learned, communities of practitioners with shared interests and experience) within the agency. This includes, but is not limited to, the following:

3.4.1 Identify and implement innovative ways to share knowledge to build expertise across the Technical Workforce;

3.4.2 Develop strategies and services for Headquarter-, Center- and Project-based KS activities;

3.4.3 Assist other NASA Centers to conduct Knowledge Sharing Workshops to enable participants across the Technical Workforce to share best practices and lessons learned. This includes but is not limited to, assistance in designing, conducting and evaluating the programs, pre-registering participants and preparing program materials.

3.4.4 Assist in the “Leaders as Teachers & Mentors” (LT&M) program to identify potential project managers, program instructors, project team coaches or mentors, across NASA’s Technical Workforce, who are willing to share knowledge, experience and development strategies (i.e., a Center Community of Practice [CoP]) for the CD Model for collaborative work with the Technical Workforce. The contractor shall identify and manage a database used to match volunteers with expertise. More information regarding this program can be found at:
http://appl.nasa.gov/businessunits/knowledge/programs/KS_LeadTeach.html

3.4.5 Co-sponsor the Project Management Challenge and other Center-based KS efforts. This includes the coordination and development of the APPEL informational display and any material pertaining to the display. More information regarding this program can be found at: <http://pmchallenge.gsfc.nasa.gov/>

3.4.6 Broaden the scope, applicability, and functionality of KS products and services across the Technical Workforce communities to meet the demands of the ever-changing environment and NASA programs, policies and procedures in the most efficient and effective way.

3.5 Develop Learning and Knowledge Sharing Activities - The contractor shall engage NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers) to provide challenging and beneficial learning and knowledge sharing activities for the development of NASA’s next generation of the Technical Workforce. The contractor shall:

3.5.1 Develop and adapt broadly accepted program/project management, systems engineering and scientific practices for NASA and other federal government organizations including the program/project community, engineering communities, Mission Offices, and Centers.

3.5.2 Integrate perspectives and activities to include but not be limited to courses, web-based tools, best practices, lessons learned, and data bases of multiple domestic and international organizational stakeholders, professional and research organizations, universities, and other NASA contract and non-contract partners.

3.5.3 Collaborate with NASA subject matter experts, professional organizations (e.g. Project Management Institute), other Government agencies (e.g. Defense Acquisition University), academia, and industry to design, develop, implement, evaluate and measure the impact of innovative ways for the Technical Workforce to learn, build individual and team expertise and capability, and share knowledge, best practices, lessons learned and emerging/developing processes.

3.5.4 Design, develop, write, edit, publish and distribute instructional and other learning and knowledge sharing materials and documents for the Technical Workforce community.

3.5.6 Link NASA Centers with similar learning and development and knowledge sharing issues together for facilitated work sessions and service development.

3.5.7 Increase the diffusion of new ideas, lessons learned and best practices throughout the agency and government via APPEL CD and KS efforts.

3.5.8 Participate in and initiate research activities related to learning and knowledge sharing within the program/project community in teams and NASA Centers and with other partners.

3.6 Academy Sharing Knowledge (ASK) Magazine Support - The contractor shall be responsible for the publication of the ASK Magazine to support performance enhancement services and tools, supporting career development programs, sponsoring knowledge sharing events and publications, and creating opportunities for Technical Workforce collaboration with universities, professional associations, industry partners and other government agencies. The contractor shall:

3.6.1 Edit and publish 3-8 issues of ASK Magazine annually; produce 5,000 to 7,000 copies per issue and submit a ready-to-publish online version to the government for porting to a website defined by the government.

3.6.2 Annually conduct an average of 2 sessions per year of the Masters Forum of Project Managers for 40-50 participants each to capture and share program and project management best practices and lessons learned. Leverage the Masters Forum model to include comparable offerings for the rest of the Technical Workforce, as well as design and implement forums focusing on cross-cutting issues key to the agency. The contractor shall conduct 2 forums each for Program/Project Management, Systems Engineering, Safety and Mission Assurance, and cross-cutting topics for an annual average of 8 offerings. This includes, but is not limited to, program planning, coordination, management, direction, location, speakers, facilities, resources materials, pre-registration and feedback/evaluation. More information regarding this program can be found at: <http://appl.nasa.gov/businessunits/knowledge/programs/>

3.7 Program Enhancement/Improvement Support - The contractor shall provide suggestions and recommendations to support and enhance APPEL's present and future service delivery and results metrics using various methods including online surveys, pre-course demographic surveys, pre/post assessments, supervisor assessments, and non-NASA and professional organization recognition. In addition, the contractor shall measure:

3.7.1 The type, amount and nature of services provided to various populations (individuals, teams, Centers, Mission Offices);

3.7.2 The cost of providing each service to the designated population(s);

3.7.3 The results and impact of service delivery, including feedback and shifts in knowledge, concepts, behavior and performance of individuals and teams;

3.7.4 Improvements in individual and project team capabilities (linked to competency attainment and increases in proficiency);

3.7.5 Individual and project team access to information on competencies, desired proficiency levels and options for development;

3.7.6 The type, amount and nature of development options and resources available to individuals and project teams (Agency-wide, at NASA Centers, and provided by APPEL);

3.7.7 The costs and benefits associated with recommended and alternative approaches to meeting the objectives of APPEL. This shall include analyzing the benefits of this program in relation to the resources expended in meeting the program objectives.

3.8 Travel - Travel will be cost reimbursable, with no fee, in accordance with CLIN X003, and subject to the Federal Travel Regulation. The contractor shall be required to travel to support meetings, conferences, workshops, classes, and other activities in support of this contract. Contractor required and requested travel shall be submitted in writing to the government and approved by the COTR prior to incurring any costs. The frequency and format of the contractor travel requests will be determined by the COTR.

4.0 TASK ORDER SUPPORT FOR WORK “OVER AND ABOVE” THE FIXED-PRICE PORTION OF THE CONTRACT (CLIN X002)

4.1 NASA’s APPEL and other similar programs managed by the agency are continually evolving as the needs of the agency change. The government anticipates that during the life of the contract additional requirements, which are within the general scope of this contract but not specifically identified under the fixed price portion of the contract, will be required in support of NASA’s mission. To accomplish the additional requirements, the Government may issue task orders in support of NASA Headquarters, NASA Centers and other Government agencies. Although the exact details of the work are not known at this time, potential areas of interest include, but are not limited to:

4.1.1 Support of the Agency’s new vision and current mission goals;

4.1.2 Latest developments in the industry, the Agency, and the Nation related to the work covered by this contract;

4.1.3 Changes in the engineering workforce;

4.1.4 New strategies and tools for career development, as well as forums for sharing news, lessons, and practices;

4.1.5 New certification requirements, including assessment and performance requirements;

4.1.6 Collaborative efforts with other Agencies, academia, and industry;

4.1.7 Other similar program changes that are necessary for the agency to meet it’s Technical Workforce, Learning, and Training requirements.

4.2 This work will be considered “Over and Above Work” and services not covered by CLIN X001. The Contracting Officer will issue task orders in accordance with Special Contract Requirements clauses H.19 and H.20 of this contract. Only the Contracting Officer may issue task orders.

5.0 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

Unless specifically identified to be provided by the Government, the contractor shall furnish all property, equipment, supplies, and materials in support of the contract. The contractor shall have access to the training facilities at Wallops Island and other locations as specified under individual task orders.

6.0 INFORMATION TECHNOLOGY

All computer systems developed under this procurement shall be compatible with NASA platforms, policies and standards (See NPR 2800.1 – Managing Information Technology). Any and all applications, tools, and technologies that are developed under the execution of this contract will become the property of the United States Government.

6.1 Web-based Information Management Systems: Web-based information management systems that support on-line learning, registration, tracking, evaluations and assessments include secure (i.e., at a level of protection sufficient to prevent unauthorized access to web material) web-based data entry and report-reading support for evaluation and assessment of individuals, teams, and the Agency's Technical Workforce capabilities. Web-based information management systems that support studies are similar, but do not have to be secure.

6.2 Databases: Databases to be maintained include the APPEL Database and other databases that are implemented over the life of this contract. ILDP quality management effort includes, but is not limited to, documenting requirements for the products of the SSO; developing and maintaining templates for APPEL documents; and developing and maintaining checklists, process flow diagrams, and other process control tools.

6.3 Reference Documents: The information management system for reference documents shall support the preparation, verification, publication, distribution and posting on the web of documents that are meant to serve as a reference to both the learning community and the science community.

6.4 Website Development and Maintenance: APPEL Website support includes developing and maintaining the APPEL content, links, web-based libraries, presentations from conferences, and other related requirements as needed to perform the work required by this contract.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number	Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T
		0003	4200107539 (PLI 4)		70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	400,125			NNL05AC93T
		0003	4200134333		46,915		NNL05AC95T
		0004	4200147469			400,000	NNL05AC96T
subtotal Base period:				\$ 3,006,076	\$ 116,915	\$ 400,000	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	881,614	-	-	NNL05AC93T
			420173277	660,000	-	-	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		80,000		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,082	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		31,576		NNL05AC95T
subtotal Option 1 period:				\$3,819,696	\$111,576	-	
Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	1,329,580			NNL05AC93T
		2003	4200215786		20,000		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		4,000		NNL05AC95T
		2004	4200219257			17,370	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001		Not applicable.				
subtotal Option 2 period:				\$ 1,329,580	\$ 24,000	\$ 17,370	
Grand total: Base + Option 1+Option 2:				\$ 8,155,352	\$ 252,491	\$ 417,370	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 11	
2. AMENDMENT/MODIFICATION NO. 000015		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. Not Applicable.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B		10B. DATED (SEE ITEM 11) 09/01/2005		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Not Applicable.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-1 CHANGES - FIXED PRICE (ALTERNATE I) (APR 1984)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification 15 is to (i) revise Part I, Section B, The Schedule, and Section H, Special Contract Requirements, to adjust values for CLINS 2001A and 2001B, Program Operations Support and increase the reimbursable amount for CLIN 2002, Task Order Support, accordingly (ii) provide additional funding for CLIN 2001, Program Operations Support and CLIN 2003, Cost Reimbursable Travel, and (iii) update the Contract Funding Summary Table. As a result, the following changes are hereby made:

SEE CONTINUATION PAGE.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert J. Rice	
15C. DATE SIGNED 12/13/07		16B. UNITED STATES OF AMERICA <i>Robert J. Rice</i> (Signature of Contracting Officer)	
		16C. DATE SIGNED 12/14/07	

SF 30, BLOCK 14 (CONTINUED):

A. Reference Part I, Section B, The Schedule. The following changes are hereby made:

(1) Clause B.1 entitled "SUPPLIES AND/OR SERVICES TO BE FURNISHED" pages 2-6 are hereby deleted in its entirety and replaced with the revised Clause B.1, pages 4 – 8, attached hereto.

(2) Clause B.3 entitled "CLIN PRICING" paragraph (b) second sentence is revised as follows:

"The Minimum Value of \$100,000 and Maximum Value of \$23,808,856 are for the entire life of the contract (base period plus all options exercised)."

(3) Clause B.4 entitled "FIRM-FIXED PRICE (1852.216-78) (DEC 1988) (CLIN X001)" is deleted in its entirety and replaced with the following:

"The total firm-fixed price (FFP) of this contract is:

	TOTAL FFP AMOUNT (CLIN X001)
Base Period	\$3,006,076
Option Year 1	\$3,819,696
Option Year 2	\$4,232,196
Option Year 3	\$4,485,312
Option Year 4	\$4,647,864
Total FFP	\$20,191,144

The Total FFP amount is the base period amount plus any options exercised during the life of the contract."

(4) Clause B.5 entitled "MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY(IDIQ) CONTRACT VALUE (Applies to CLIN X002)" last sentence is revised as follows:

"The total maximum value is \$23,808,856 for the 5-year period of performance."

(5) Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item 0001 the sum of \$8,911,555 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
February 29, 2008	\$1,000,000

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until February 29, 2008.

C. Reference Part I, Section H, clause H.11 entitled "OPTIONS". Subject clause is hereby deleted in its entirety and replaced with the following:

“H.11 OPTIONS (LaRC 52.217-95) (APR 2002)

Pursuant to the clause entitled "Option to Extend the Term of the Contract (Mar 2000)," the Contractor hereby grants to the Government options to extend the term of the contract for 4 additional periods of 12 months each. Such option(s) are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

	Option 1	Option 2	Option 3	Option 4
Item	Year 2	Year 3	Year 4	Year 5
Total FFP Work (CLIN X001)	\$3,819,696	\$4,232,196	\$4,485,312	\$4,647,864
Total IDIQ Work (CLIN X002)	\$4,780,304	\$4,567,798	\$4,514,690	\$4,552,140
Cost Reimbursable Travel (CLIN X003)	\$700,000	\$700,000	\$700,000	\$700,000
Cost Reimbursable (CLIN X004)	\$300,000	\$300,000	\$300,000	\$300,000
Period of Performance	See Contract Clause Section F entitled “Period of Performance (LaRC 52.211-91)”			

D. In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor’s proposal for the incorporation of the Partnership Outreach Manager requirements, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this change.

E. Allot incremental funding to CLIN 2001, Option 2, Program Operations Support, in the amount of \$756,203.00, in accordance with FAR 52.232-22, Limitations of Funds (APR 1984). The total dollars obligated for CLIN 2003, Option 2, is hereby changed FROM: \$1,329,580 TO: \$2,085,783. The total obligated amount for CLIN x001 is changed FROM: \$8,155,352.00 TO: \$8,911,555.00. NOTE: Funding in the amount of \$756,203.00 will be added via Task NNL05AC93T

F. Allot incremental funding to CLIN 2003, Option 2, Cost Reimbursable Travel, in the amount of \$63,000.00, in accordance with FAR 52.232-22, Limitations of Funds (APR 1984). The total dollars obligated for CLIN 2003, Option 2, is hereby changed FROM: \$24,000.00 TO: \$87,000.00. The total obligated amount for CLIN x003 is changed FROM: \$252,491.00 TO: \$315,491.000. NOTE: Funding in the amount of \$63,000.00 will be added via Task NNL05AC95T.





G. All other terms and conditions remain the same.

PART I – THE SCHEDULE
SECTION B

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED (LaRC 52.211-90) (MAY 1999)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in Part I, Section C, Statement of Work.

BASIC CONTRACT PERIOD OF PERFORMANCE (1 SEPTEMBER 2005 THROUGH 31 AUGUST 2006)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	 (9/1/05 thru 1/31/06)	Ms	 Firm-Fixed Price	
		 (2/1/06 Thru 8/31/06)	Ms	 Firm-Fixed Price	<u>\$3,006,076</u> Firm-Fixed Price
0002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$5,393,924</u> MAXIMUM VALUE (Over life of contract)
0003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$200,000</u> (Not-To-Exceed)
0004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$800,000</u> (Not-To-Exceed)
0005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE
SECTION B

OPTION 1 PERIOD OF PERFORMANCE (1 SEPTEMBER 2006 THROUGH 31 AUGUST 2007)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	■	Ms	■ Firm-Fixed Price	<u>\$3,819,696</u> Firm-Fixed Price
1002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$4,780,304</u> MAXIMUM VALUE (Over life of contract)
1003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
1004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
1005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE
SECTION B

OPTION 2 PERIOD OF PERFORMANCE (1 SEPTEMBER 2007 THROUGH 31 AUGUST 2008)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001A	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	■	Ms	■ Firm-Fixed Price	<u>\$1,329,580</u> Firm-Fixed Price
2001B	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	■	Ms	■ Firm-Fixed Price	<u>\$2,902,616</u> Firm-Fixed Price
2002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$4,567,798</u> MAXIMUM VALUE (Over life of contract)
2003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
2004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
2005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE
SECTION B

OPTION 3 PERIOD OF PERFORMANCE (1 SEPTEMBER 2008 THROUGH 31 AUGUST 2009)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
3001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	■	Ms	■ Firm-Fixed Price	<u>\$4,485,312</u> Firm-Fixed Price
3002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$4,514,690</u> MAXIMUM VALUE (Over life of contract)
3003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
3004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
3005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE
SECTION B

OPTION 4 PERIOD OF PERFORMANCE (1 SEPTEMBER 2009 THROUGH 31 AUGUST 2010)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	■	Ms	■ Firm-Fixed Price	<u>\$4,647,864</u> Firm-Fixed Price
4002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$4,552,140</u> MAXIMUM VALUE (Over life of contract)
4003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
4004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
4005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

B.2 NUMBERING OF CONTRACT LINE ITEMS NUMBERS (CLINs)

Contract Line Item Numbers (CLINs) change in the 1st digit for each contract period (base period plus four options). For example, the base period CLIN for Program Operations Support is 0001, Option Period 1 is 1001, Option Period 2 is 2001, and so on. Instead of repeating a whole series of numbers throughout the contract, the Government will refer to certain CLINs with an “X” as the first digit. For example, when the Government refers to “Reimbursable Travel”, we will simply refer to CLIN X003.

B.3 CLIN PRICING

(a) CLIN X001 (Firm Fixed Price-Program Operations Support): For the CLINs under X001, list a fixed price monthly amount to perform services in accordance with the APPEL Statement of Work (SOW), then multiply by 12 months to derive the total amount. The Government reserves the right to order less than 12 months or one year of services for the fixed price CLINs. If less than 12 months is awarded, the price will be reduced by 1/12th for each month of service not awarded. The contractor’s total amount for CLIN X001 will include support of the estimated amount of all reimbursable CLINs. Any change to the Firm Fixed Price amount may result in a corresponding increase or decrease to the maximum value of reimbursable CLINs (X002 – X004) to stay within the maximum value of the contract of \$49,000,000.

(b) CLIN X002 (Task Order Support): Task Orders placed in accordance with the contract terms will be separately priced and ordered in accordance with contract clauses B.10 and H.19. The Minimum value of \$100,000 and Maximum Value of **\$23,808,856** are for the entire life of the contract (base period plus all options exercised). Task Orders will be priced in accordance with the in accordance with the rate schedule identified in Paragraph B.10 entitled “SCHEDULE OF RATES FOR PRICING TASK ORDERS UNDER CLIN X002”.

(c) CLINs X003 through X004 (Reimbursables): Reimbursable CLINs will be reimbursed at actual cost, without fee. As such, all profit/fee should be proposed under the basic work for the fixed price CLINs.

NOTE: The government has provided estimates for the Cost Reimbursable CLINs X003 and X004. The estimates are provided to give the contractor a reasonable expectation of what expect each reimbursable effort to be. The “Not-To-Exceed” amounts are based on past experience, provided as a ceiling, and will be funded incrementally. The contractor shall not be reimbursed in excess of these amounts and the amount obligated for each CLIN is subject to the Limitation of Funds clause (FAR 52.232-22). Unless a CLIN or a requirement in the SOW specifically states that it is Cost Reimbursable, it shall be fixed price under CLIN X001.

B.4 FIRM-FIXED PRICE (1852.216-78) (DEC 1988) (CLIN X001)

The total firm-fixed price (FFP) of this contract is:

	TOTAL FFP AMOUNT (CLIN X001)
Base Period	\$3,006,076
Option Year 1	\$3,819,696
Option Year 2	\$4,232,196
Option Year 3	\$4,485,312
Option Year 4	\$4,647,864
Total FFP	\$20,191,144

The Total FFP amount is the base period amount plus any options exercised during the life of the contract.

THE FOLLOWING CLAUSES APPLY TO THE COST REIMBURSABLE CLINs X002 – X004

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE (Applies to CLIN X002)

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$100,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$23,808,856 for the 5-year period of performance.

B.6 ESTIMATED COST AND FIXED FEE (NASA 1852.216-74) (DEC 1991)(Applies to CLIN X002)

The estimated cost and fixed fee of the contract is the sum of the estimated cost and fixed fee set forth for individual Task Orders issued by the Government pursuant to Part I, Section H, clause entitled "Task Ordering Procedure."

B.7 CONTRACT FUNDING (NFS 1852.232-81) (Applies to CLIN X002)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is the amount set forth in each Task Order. This allotment covers the following estimated period of performance as set forth in Task Orders issued by the Contracting Officer.

(b) An additional amount is obligated under each Task Order for payment of fee.

(c) The Limitation of Funds Clause FAR 52.232-22 (APR 1984) applies at the Task Order level.

B.8 CONTRACT FUNDING (NFS 1852.232-81) (Applies to CLINs X003 and X004)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is for the following amounts and these allotments cover the following estimated period of performance.

	CLIN	*Funding Summary Estimated Cost	**Estimated Period of Performance
Base Year	0003	\$116,915	Through August 31, 2006
	0004	\$400,000	Through August 31, 2007
Option 1	1003	\$111,576	Through August 31, 2007
	1004	0	
Option 2	2003	\$87,000	Through February 29, 2007
	2004	\$17,370	Through February 29, 2007
Option 3	3003	TBD	TBD
	3004	TBD	TBD
Option 4	4003	TBD	TBD
	4004	TBD	TBD
* Represents the estimated cost subject to FAR 52.232-22 entitled "Limitation of Funds" and NFS 1852.232-81 entitled "Contract Funding"			
** Represents the period of performance it is estimated the allotted funds will cover			

(b) No additional amount is obligated under this contract for payment of fee.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number	Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T
		0003	4200107539 (PLI 4)		70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	400,125			NNL05AC93T
		0003	4200134333		46,915		NNL05AC95T
		0004	4200147469			400,000	NNL05AC96T
subtotal Base period:				\$ 3,006,076	\$ 116,915	\$ 400,000	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	881,614	-	-	NNL05AC93T
			420173277	660,000	-	-	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		80,000		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,082	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		31,576		NNL05AC95T
subtotal Option 1 period:				\$3,819,696	\$111,576	\$0	
Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	1,329,580			NNL05AC93T
		2003	4200215786		20,000		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		4,000		NNL05AC95T
		2004	4200219257			17,370	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	756,203			NNL05AC93T
		2003	4200228056		63,000		NNL05AC95T
subtotal Option 2 period:				\$ 2,085,783	\$ 87,000	\$ 17,370	
Grand total: Base + Option 1+Option 2				\$ 8,911,555	\$ 315,491	\$ 417,370	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000016		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE LARC		7. ADMINISTERED BY (If other than Item 6) CODE LARC	
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 11) 09/01/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Funding for this modification is appropriated under Task Order NNL05AC93T.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds (APR 1984)

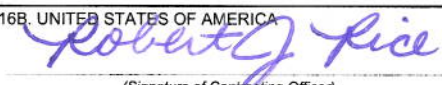
E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to allot incremental funding to CLIN X001 in the amount of \$915,155.00. As a result of this modification, the total dollars obligated amount for CLIN x001 is changed FROM: \$8,991,555.00 TO: \$9,826,710.00. NOTE: Funding the amount of \$915,555.00 will be added via task NNL05AC93T.

SEE CONTINUATION PAGE.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert J. Rice	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1/17/08

SF 30, BLOCK 14 (CONTINUED):

A. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item 0001 the sum of \$9,826,710 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
April 30, 2008	TBD

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until April 30, 2008.

B. All other terms and conditions remain unchanged.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number	Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T
		0003	4200107539 (PLI 4)		70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	400,125			NNL05AC93T
		0003	4200134333		46,915		NNL05AC95T
		0004	4200147469			400,000	NNL05AC96T
subtotal Base period:				\$ 3,006,076	\$ 116,915	\$ 400,000	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	881,614	-	-	NNL05AC93T
			420173277	660,000	-	-	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		80,000		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,082	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		31,576		NNL05AC95T
subtotal Option 1 period:				\$3,819,696	\$111,576	\$0	
Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	1,329,580			NNL05AC93T
		2003	4200215786		20,000		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		4,000		NNL05AC95T
		2004	4200219257			17,370	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	756,203			NNL05AC93T
		2003	4200228056		63,000		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	703,555			NNL05AC93T
		2001	4200233549	211,600			NNL05AC93T
subtotal Option 2 period:				\$ 3,000,938	\$ 87,000	\$ 17,370	
Grand total: Base + Option 1+Option 2				\$ 9,826,710	\$ 315,491	\$ 417,370	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

5

2. AMENDMENT/MODIFICATION NO.

000017

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Block 12.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

LARC

7. ADMINISTERED BY (If other than Item 6)

CODE

LARC

NASA/Langley Research Center
9B Langley Blvd., Bldg. 1195B
M/S 126
Hampton VA 23681-2199

NASA/Langley Research Center
9B Langley Blvd., Bldg. 1195B
M/S 126
Hampton VA 23681-2199

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ASRC MANAGEMENT SERVICES INC
Attn: Sam Swenson
3900 C STREET, STE-802
ANCHORAGE AK 99503-5963

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNL05AA02B

10B. DATED (SEE ITEM 11)

09/01/2005

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to allot incremental funding as follows: 1) to CLIN X001 in the amount of \$364,000.00, and 2) to CLIN X004 in the amount of \$197,130.00. As a result of this modification, the total dollars obligated amount for CLIN x001 is changed FROM: \$9,826,710.00 TO: \$10,190,710.00 and the total dollars obligated amount for CLIN x004 is changed FROM \$417,370.00 TO: \$614,500.00. NOTE: Funding the amount of \$364,000.00 will be added via task NNL05AC93T and funding in the amount of \$197,130.00 will be added via task NL05AC96T.

Accounting Info: Funding for this modifcaiton is appropriated under Task Order NNL05AC93T and Task Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Robert J. Rice

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNL05AA02B/000017

PAGE 2 OF 5

NAME OF OFFEROR OR CONTRACTOR
ASRC MANAGEMENT SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Order NNL05AC96T.				

SF 30, BLOCK 14 (CONTINUED):

A. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item 0001 the sum of \$10,190,710 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
May 31, 2008	TBD

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until May 31, 2008.

B. All other terms and conditions remain unchanged.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number	Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T
		0003	4200107539 (PLI 4)		70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	400,125			NNL05AC93T
		0003	4200134333		46,915		NNL05AC95T
		0004	4200147469			400,000	NNL05AC96T
subtotal Base period:				\$ 3,006,076	\$ 116,915	\$ 400,000	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	881,614	-	-	NNL05AC93T
			420173277	660,000	-	-	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		80,000		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,082	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		31,576		NNL05AC95T
subtotal Option 1 period:				\$3,819,696	\$111,576	\$0	
Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	1,329,580			NNL05AC93T
		2003	4200215786		20,000		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		4,000		NNL05AC95T
		2004	4200219257			17,370	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	756,203			NNL05AC93T
		2003	4200228056		63,000		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	703,555			NNL05AC93T
		2001	4200233549	211,600			NNL05AC93T

CONTRACT FUNDING SUMMARY CONTINUED ON NEXT PAGE

Modification 17	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	364,000			NNL05AC93T
		2004	4200237952			197,130.00	NNL05AC96T
	subtotal Option 2 period:			\$ 3,364,938	\$ 87,000	\$ 214,500	
Grand total: Base + Option 1+Option 2:			\$ 10,190,710	\$ 315,491	\$ 614,500		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000018		3. EFFECTIVE DATE 03/01/2008		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B		10B. DATED (SEE ITEM 11) 09/01/2005			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Effective March 1, 2008, the invoice submission and payment addresses are hereby changed to read as follows:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) - Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
Fax: 866-209-5415

Electronic submissions of vouchers/invoices are preferred.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert J. Rice	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 02/15/2008

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNL05AA02B/000018PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
ASRC MANAGEMENT SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	As a result thereof, Standard Form 26, Award/Contract, Block 12. and Clause G.2., 1852.216-87, Submission of Vouchers for Payment, paragraphs (b)(1) and (e)(1) are modified to reflect the above information. Also invoices for all active tasks shall be forwarded to the NSSC address reflected above.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 13	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000019		See Block 16C		Not Applicable.	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		LARC		7. ADMINISTERED BY (If other than Item 6) CODE LARC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 11) 09/01/2005	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not Applicable.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Mutual Agreement of the Parties

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to modify the key personnel listed in Contract Clause H.4, Key Personnel and Facilities (NASA 1852.235-71) (MAR 1989) and also increase the description of services in Part I, Section C, Statement of Work, to incorporate the requirement for a Curriculum and Knowledge Sharing Senior Consultant. As a result, the following changes are made:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[Redacted]		Robert J. Rice	
15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
3/6/08		 (Signature of Contracting Officer)	
		16C. DATE SIGNED	
		3/6/08	

SF 30, BLOCK 14 (CONTINUED):

A. Reference Part I, Section C, Statement of Work (SOW). SOW Section 3.1.13 is added to incorporate the duties of Curriculum and Knowledge Sharing Senior Consultant. The SOW (see contract modification 14, pages 14 through 22) is hereby deleted in its entirety and replaced with the revised SOW (Pages 13 through 13) attached hereto.

B. Reference Contract Clause H.4, Key Personnel and Facilities (NASA 1852.235-71)(MAR 1989). The Key Person listed in paragraph (c), is hereby changed FROM: Jon Boyle TO: Yvonne Massaquoi.

All other terms and conditions remain the same.

NNL05AA02B Modification 19
Attachment 1

PART I – SECTION C
STATEMENT OF WORK (SOW)

NASA ACADEMY Of PROGRAM, PROJECT, ENGINEERING LEADERSHIP (APPEL)
CAREER DEVELOPMENT AND KNOWLEDGE SHARING SUPPORT SERVICES

1.0 INTRODUCTION AND BACKGROUND

The Academy of Program and Project Leadership (APPL) began in 1987 as the Program and Project Management Initiative (PPMI) in order to promote educational and training resources. PPMI focused on a series of courses to provide a baseline of knowledge for NASA Project Managers who staffed the long-duration programs and projects characteristic of NASA prior to 1992. As NASA evolved, the process of project management required a greater level of formal knowledge for mission success. PPMI now had to provide more than a baseline of knowledge and needed to support the wide variety of Program and Project Management (PPM) competencies. Due to the increased scope of the program, the PPMI was renamed the Academy of Program and Project Management Leadership (APPL) in 1997. In parallel with APPL, the agency conducted training and development activities for engineering practitioners. This was accomplished through the NASA Engineering Training (NET) Program. The NET role was to provide engineering training and tools to assist and enable employees to perform their responsibilities. In 2005, APPL and NET were combined and renamed the NASA Integrated Learning and Development Program (ILDP) then renamed to The Academy of Program, Project, and Engineering Leadership (APPEL) to more closely resemble the previous APPL Program.

APPEL is a research-based organization that serves the NASA's Technical Workforce. This workforce is comprised of PPM, Systems Engineering and Discipline-Engineering practitioner communities. The program provides products and services that manage risk, maximize human capital utilization, foster cost containment, schedule adherence, develop high-performance teams, and promote mission success. APPEL supports individual practitioners, technicians, engineers, project teams, and NASA projects and programs at every phase of development and level of complexity. The program continuously evolves to ensure that the program's activities and offerings reflect the best practices of NASA, industry, academia, and government.

APPEL enables career development through focused, application-based learning and career development services including formal education, performance enhancement, online tools development, and knowledge sharing. The objective is to develop recognized world-class Technical Workforce practitioners in advance of agency need. APPEL specializes in addressing identified learning and performance needs of practitioners, leveraging relations with the "best of the best" practitioners, and creating measurable efficiency thereby contributing significantly to the work force's effectiveness towards achieving mission success. Additional information can be found at the following websites:

APPL Web Site: <http://appl.nasa.gov/about/overview/index.html>
Knowledge Sharing Web Link:
<http://appl.nasa.gov/businessunits/knowledge/overview/index.html>

Career Development Web Link:

<http://appl.nasa.gov/businessunits/career/overview/index.html>

ASK Magazine Web Link: <http://appl.nasa.gov/ask/about/overview/index.html>

NET Web Link: <http://net.larc.nasa.gov/main.php>

2.0 SCOPE OF WORK

APPEL currently has four business units that support the overall program. These are (1) Performance Enhancement, (2) Knowledge Sharing, (3) Career Development, and (4) Research and Development. Management and Operations (M&O) activities are included in each business line. The scope of this contract includes support of the Knowledge Sharing (KS) and Career Development (CD) business units for the PPM community. In addition, the scope of this contract includes the NASA Technical Workforce, which is defined as the community of Program/Project Managers, Systems Engineers and Discipline Engineers. In response to the Agency's merger of APPL and NET, this contract will support the definition, execution, and evolution of knowledge sharing and world-class learning and career development services for the Technical Workforce. Included in this is the publication of the Academy Sharing Knowledge (ASK) magazine including the expanded target audience for the NASA Technical Workforce and support of the M&O activities across the full scope of this SOW. The scope of this contract will continually evolve in response to revisions made to agency priorities.

3.0 DESCRIPTION OF SERVICES TO BE PERFORMED

3.1 Program Operations Support - The contractor shall provide all personnel, equipment, materials, supervision, and other items and services required to perform the operations and management of the services defined herein under the fixed-price portion of the contract, including the program operations support for the reimbursable line items of the contract. The Government will also have the ability to order work within the general scope but not covered under the firm fixed price portion of the contract. Work will be ordered through the issuance of Task Orders in accordance with the contract terms (See CLIN X002 and SOW Paragraph 4.0) and issued on a Cost-Plus-Fixed Fee (CPFF) Basis.

The contractor shall perform the following requirements:

3.1.1 Review, create, evaluate, implement, publish and disseminate those APPEL Technical Workforce CD and KS processes and activities that align with the NASA Mission and that are consistent with standards, policies and guidance for the design/development of curriculum and course objectives for program/project management, project scientist, engineering and program control communities.

3.1.2 Design, develop, and deliver course core curriculum based upon the APPEL integrated career development model including the staffing with qualified teaching professionals, course objectives, requirements, training plans, purpose, program objectives, and course assessments/evaluations/metrics.

3.1.3 Conduct curriculum/career development meetings (anticipated to be an average of 3 per year) with content experts, measurement personnel, web-services personnel, logistic personnel, APPEL management and representatives, instructors, professional organization representatives for accreditation/continuing educational credits, universities, and other APPEL team members engaged in APPEL Technical Workforce CD activities. The purposes of the meetings are to

review, validate, and define where necessary, the full set of integrated elements (competencies, proficiencies, learning objectives, job experiences, and qualifications/certification criteria) comprising the Program/Project Management Development Process (PMDP) and Engineering Development Process (EDP) process. As a minimum, these meetings will result in agency stakeholder certification as to the accuracy and timeliness of APPEL learning and development services as they relate to NASA policy, standards, procedures and overall vision.

3.1.4 Host annual stakeholder meetings to review emerging knowledge sharing practices, both cross-cutting and discipline-specific, and to provide outreach to share APPEL's best practices. The meeting shall include collaboration with NASA stakeholders, project teams, NASA Centers, Mission Offices, Office of the Chief Engineer (OCE), other Federal agencies, universities, professional/ research organizations, contractors, non-contractor partners and other interested parties.

3.1.5 Participate in and develop presentations on APPEL Technical Workforce CD and KS activities for relevant conferences/forums for professional or research organizations, as well as APPEL domestic and international partners. Historically the contractor has participated in four events per year, and that is the anticipated level of support required for this contract. However, the number of events may fluctuate on an annual basis with an average of 4 per year over the potential 5-year period of performance.

3.1.6 Integrate Technical Workforce CD and KS processes, practices, products and services within APPEL and with other NASA and non-NASA educational offerings and CD models (e.g., courses, web-based tools, conferences) and experimental opportunities (e.g., job details, job rotations, fellowships) within the integrated Program/Project Management Development and Engineering Development processes. Collect and provide the required assessments/evaluations/metrics on such activities.

3.1.7 IT Distance Learning Support - Explore, identify and implement information technology resources for both KS and CD activities to enhance the delivery and management of APPEL services to the Technical Workforce community.

3.1.8 Execute, in coordination with the government, the definition, collection, publication and assessment of cross-cutting and discipline-specific metrics intended to ensure relevance and efficient utilization of public funds.

3.1.9 Execute, in coordination with the government, a Continuous Risk Management process intended to identify, document, track and mitigate risks associated with the execution of the APPEL charter.

3.1.10 Present monthly status reports to APPEL management in a format agreed to by the government.

3.1.11 Participate in APPEL-chaired reviews instituted to examine strategic aspects of program definition and execution. It is the intention of the government to convene approximately one review per year. However, the number of events may vary. For planning purposes the contractor should plan on two reviews during the first year of performance with an average of 1 per year over the potential 5-year period of performance.

3.1.12 Align the APPEL program with academia and industry to ensure that NASA employees continue to receive the best training available. The contractor shall receive written direction from the APPEL Director and/or COTR on a weekly/monthly basis in the performance

of these duties. These duties shall include, but are not limited to, (1) providing consulting services to the APPEL Director concerning the direction of the APPEL curriculum and providing comparisons to outside training programs in academia and other organizations, (2) working closely with universities throughout the United States to develop compatibility and alignment between the APPEL program and courses taught in academia, (3) working with selected universities to develop academic credits for APPEL coursework and the incorporation of APPEL coursework into accredited university degree programs, (4) acting as the APPEL outreach executive to academia and other training organizations, which shall include developing an expert exchange program between NASA and these other organizations, (5) developing and administering a student challenge symposium and conference conducted annually to compete in providing project management and systems engineering development solutions that are briefed to senior NASA Executives; (6) hosting forums as required whereby NASA can engage the university leadership community to collaborate in meeting our complementary missions in supporting the next generation of engineers and scientists to enable the Vision of Space Exploration, (7) facilitating workshops, training and developmental opportunities, as required, which provide an environment to openly pursue innovative concepts for selected participants, (8) providing Graduate research student internships to facilitate direct student participation in PM/Senior Executive research, (9) providing technical support to the APPEL Business Management and Operations team for the development of key documents in support of University Programs as required, (10) participating in bi-weekly APPEL Senior Management Council (SMC) meetings, (11) providing technical support in the development and delivery of PowerPoint presentations to NASA Centers, APPEL Management, industry and academic partners as required by the APPEL COTR and/or APPEL Director, (12) providing Monthly Status Reports (MSRs) reflecting accomplishments, planned activities, travel requests, and request for assistances, which shall be submitted on the last Friday of the month to the APPEL COTR, (13) developing Project Plans per initiative for review and approval by APPEL Management as required in accordance with the approved schedule.

3.1.13 Work with the NASA Director to strengthen and align the APPEL program to NASA and Government requirements to ensure that NASA employees are achieving their career development goals and objectives. The contractor shall receive direction from the APPEL Director on a weekly basis in the performance of these duties. These duties shall include, but are not limited to the following: (1) providing consulting services to the APPEL Director concerning the direction of the APPEL Curriculum and Knowledge Sharing business lines; (2) working closely with APPEL team members to maintain current programs, develop new programs, and better meet customer and stakeholder requirements; (3) work with senior Agency and Government officials concerning Federal employee career development requirements and improving workforce performance; (4) Provide consulting services to develop and maintain competency frameworks and associated curriculum elements (5) Provide consulting services to develop and maintain knowledge sharing program elements; (6) Work with the APPEL Partnership Outreach Manager to expand APPEL's pool of strategic partners; (7) Support APPEL efforts by facilitating workshops, training and developmental opportunities, as required in supporting curriculum and knowledge sharing programs; (8) Provide writing and research support for the APPEL Director to meet curriculum and knowledge sharing opportunities in industry, academia, and government settings; (9) provide technical support to the APPEL Business Management and Operations team for the development of key documents in support of Curriculum and Knowledge Sharing business lines as required; (10) providing technical support in the development and delivery of PowerPoint presentations to NASA Centers, APPEL Management, industry and academic partners as required by the APPEL Director; (11) Provide Monthly Status Reports (MSRs) reflecting accomplishments, planned activities, travel requests,

and requests for assistance, which shall be submitted on the last Friday of the month to the APPEL Director; (12) Developing Project Plans to the APPEL Director for review and approval as required and in accordance with the approved schedule.

3.2 Integrated and Community-Specific Development Process Services – It is the government’s intention to have a CD model that fully integrates the needs of the Technical Workforce. However, each community that comprises the Technical Workforce shall be independently and regularly engaged in order to ensure the most complete definition of community requirements. Only once this community-based information has been collected and vetted shall the data be integrated into the APPEL consolidated CD framework. In all cases, the contractor will be able to accurately reverse engineer the consolidated CD framework into those elements that directly support a specific community within the Technical Workforce.

Therefore, the contractor shall engage the Technical Workforce communities, NASA stakeholders, contractor partners, university and professional and research organization partners, and non-NASA partners to maintain and extend each community’s CD process and its online version. The contractor shall perform the following requirements:

3.2.1 Develop, maintain and deliver to APPEL for configuration baseline, in a form acceptable to the government, integrated and community-specific Competency Matrixes, describing core competencies, proficiencies and objectives integral to successfully performing within a NASA program, project, or discipline activity;

3.2.2 Maintain and document the APPEL unified CD model, in a form acceptable to the government, in which career development roadmaps for each community within the Technical Workforce are detailed in terms to include as a minimum: courses, job levels, knowledge sharing activities, and experiences. This shall include identification of competency levels, as well as success and exit criteria and that sequences learning activities and developmental opportunities to acquire and grow core competencies as well as support incremental levels of certification of completion against criteria defined both internally and externally to NASA;

3.2.3 Maintain an interactive, ongoing academic curriculum of Technical Workforce courses and learning activities, including, but not limited to, professional recommendation by the American Council on Education (ACE) and those with Project Management Institute (PMI) and The International Council on Systems Engineering INCOSE government provider status. The curriculum shall be available to the Government in electronic form and made available to the Technical Workforce in catalog form.

3.2.4 Starting with APPEL products, maintain and further design and develop the core curriculum for APPEL including staffing with qualified teaching professionals, course managers, course objectives, requirements, training plans, purpose and program objectives as well as course assessments/evaluations/metrics.

3.2.5 Develop and maintain a listing, know as a Resource Network, of NASA personnel who have depth and/or breadth in specific processes and competencies and knowledge domains to serve as competency Process Advisors (PA’s) and Subject Matter Experts (SME’s). This listing shall be submitted to the government within 1 business day of the request.

3.2.6 Assist PA's and SME's to define, review, revise and validate at least 34 percent of the competencies associated with APPEL CD model per year. Implement a government-approved process to recognize the contributions of NASAPA's and SME's.

3.2.7 Provide Agency-wide CD services for NASA Centers as follows:

3.2.7.1 Maintain and extend e-PMDP to address all communities within the APPEL CD model, an online application, to enable the Technical Workforce to access CD information, view development activities and create and manage individual development plans (IDP's) online, integrated with the overall NASA Human Capital Plan approach.

3.2.7.2 Work with NASA/APPEL PMDP Demonstration Centers --e.g. Marshall Space Flight Center (MSFC)--as well as non-NASA Demonstration Centers to develop Agency-wide implementation approaches for voluntary/and or mandatory certification. Demonstration Centers are those Centers that have piloted an agency-wide process or product. The result of this effort will be an APPEL CD model fully aligned to internal- and external-agency certification authorities such as the US Office of Management and Budget. It is the intention of the government that certifications be awarded to a member of the Technical Workforce as soon as the criteria have been met. The contractor shall provide opportunities to petition for certification and/or professional recognition as soon as the criteria has been, or could be, satisfied.

3.2.7.3 Assist CD Center Points of Contact to plan and implement APPEL programs and processes.

3.2.7.4 Develop Customized CD Guides building on the recently completed state-of-the-art examples such as the MSFC PMDP Guide 4.0 and APPL PMDP Guide 6.0

3.3 Career Development Services - The contractor shall provide specific, clearly-defined CD courses and services linked to the core competencies and used to develop individual and team capabilities and to assist teams, other NASA Centers, and others (e.g., other Government partners, commercial partners, university, and international partners). Types of services include, but are not limited to: development of learning documents, courses, and targeted instructional material; assessments of capabilities; simulations; case studies; process maps; classes, workshops, forums, computer-based training (CBT), and computer-mediated instruction; consulting; and mentoring. Partner with universities to access university experts to explore different learning models/methods to build Technical Workforce expertise.

3.3.1 Design and implement within the agency's Technical Workforce communities a standard process/methodology once a year, and in a time frame consistent with the government budget process, to assess learning needs to design and deliver both mandatory and non-mandatory services or modules which continually evolve during the life of the contract. :

Mandatory Services:

- Introduction to NASA – Vision, Mission and Systems I & II
- Communications & Leadership I & II
- Risk Management I & II
- Foundations in Engineering, Systems Engineering & Project Management
- Intermediate Systems Engineering
- Intermediate Project Management
- APPEL CD Model Level-3 content

- APPEL CD Model Level-4 content
- Assessment of the Technical Workforce
- Non-mandatory Services:
- Solar Web Courses
- University Courses
- Department of Defense/Department of Energy Courses

3.3.2 Annually assess CD products and services, learning needs, and a service delivery schedule to ensure alignment with individual and team learning needs/competencies within the Technical Workforce.

3.3.3 Deliver mandatory courses/learning activities, based on needs assessments to be conducted annually for the Centers and Agency stakeholders, semiannual updates and program/project team requirements. This includes but is not limited to scheduling sessions, securing facilities, identifying instructors, preparing materials, residing with participants thereby ensuring a continually safe environment, and coordinating responses to emergency situations, facilitating and evaluating the sessions.

3.3.4 Develop an integrated course/service delivery plan to ensure that service delivery frequency meets NASA's needs. In the plan describe existing or planned CD learning activities, tools, assessments/evaluations/metrics, and other resources to increase Technical Workforce proficiency and describe collaborative relationships for program planning and service delivery with Office of Personnel Management (OPM), Defense Acquisition University (DAU), Learning Management System (LMS), SOLAR, and other learning program and tools providers. Ensure that PPM learning activities and tools meet PMI certification and ACE accreditation requirements. The contractor shall ensure that Systems Engineering learning activities and tools meet INCOSE and ACE accreditation requirements and that Discipline-specific and Safety and Mission Assurance learning activities meet domain-specific accreditation requirements.

3.3.5 Establish program design standards and use a consistent approach to Technical Workforce learning activity designs across topics and media (e.g., courses, learning tools, assessments/evaluations/metrics, and learning plans) and publish standards with consistent documentation and measurement approaches for each delivery medium.

3.3.6 Coordinate instructors for NASA Headquarters-sponsored APPEL courses and events. This includes, but is not limited to, (1) identifying and selecting instructors; (2) working with NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers), universities, professional and research organizations, other contractors, and non-contractor partners; (3) providing instructor orientation and materials, (4) evaluating instructors and courses and events; and (5) tracking program results/impact.

3.4 Knowledge Sharing Services – The contractor shall engage domestic and international NASA stakeholders, contractor partners, university, professional and research organization partners, and any other non-NASA partner to explore and support NASA implementation of emerging approaches, techniques and models to share knowledge (e.g. best practices, lessons learned, communities of practitioners with shared interests and experience) within the agency. This includes, but is not limited to, the following:

3.4.1 Identify and implement innovative ways to share knowledge to build expertise across the Technical Workforce;

3.4.2 Develop strategies and services for Headquarter-, Center- and Project-based KS activities;

3.4.3 Assist other NASA Centers to conduct Knowledge Sharing Workshops to enable participants across the Technical Workforce to share best practices and lessons learned. This includes but is not limited to, assistance in designing, conducting and evaluating the programs, pre-registering participants and preparing program materials.

3.4.4 Assist in the “Leaders as Teachers & Mentors” (LT&M) program to identify potential project managers, program instructors, project team coaches or mentors, across NASA’s Technical Workforce, who are willing to share knowledge, experience and development strategies (i.e., a Center Community of Practice [CoP]) for the CD Model for collaborative work with the Technical Workforce. The contractor shall identify and manage a database used to match volunteers with expertise. More information regarding this program can be found at: http://appl.nasa.gov/businessunits/knowledge/programs/KS_LeadTeach.html

3.4.5 Co-sponsor the Project Management Challenge and other Center-based KS efforts. This includes the coordination and development of the APPEL informational display and any material pertaining to the display. More information regarding this program can be found at: <http://pmchallenge.gsfc.nasa.gov/>

3.4.6 Broaden the scope, applicability, and functionality of KS products and services across the Technical Workforce communities to meet the demands of the ever-changing environment and NASA programs, policies and procedures in the most efficient and effective way.

3.5 Develop Learning and Knowledge Sharing Activities - The contractor shall engage NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers) to provide challenging and beneficial learning and knowledge sharing activities for the development of NASA’s next generation of the Technical Workforce. The contractor shall:

3.5.1 Develop and adapt broadly accepted program/project management, systems engineering and scientific practices for NASA and other federal government organizations including the program/project community, engineering communities, Mission Offices, and Centers.

3.5.2 Integrate perspectives and activities to include but not be limited to courses, web-based tools, best practices, lessons learned, and data bases of multiple domestic and international organizational stakeholders, professional and research organizations, universities, and other NASA contract and non-contract partners.

3.5.3 Collaborate with NASA subject matter experts, professional organizations (e.g. Project Management Institute), other Government agencies (e.g. Defense Acquisition University), academia, and industry to design, develop, implement, evaluate and measure the impact of innovative ways for the Technical Workforce to learn, build individual and team expertise and capability, and share knowledge, best practices, lessons learned and emerging/developing processes.

3.5.4 Design, develop, write, edit, publish and distribute instructional and other learning and knowledge sharing materials and documents for the Technical Workforce community.

3.5.6 Link NASA Centers with similar learning and development and knowledge sharing issues together for facilitated work sessions and service development.

3.5.7 Increase the diffusion of new ideas, lessons learned and best practices throughout the agency and government via APPEL CD and KS efforts.

3.5.8 Participate in and initiate research activities related to learning and knowledge sharing within the program/ project community in teams and NASA Centers and with other partners.

3.6 Academy Sharing Knowledge (ASK) Magazine Support - The contractor shall be responsible for the publication of the ASK Magazine to support performance enhancement services and tools, supporting career development programs, sponsoring knowledge sharing events and publications, and creating opportunities for Technical Workforce collaboration with universities, professional associations, industry partners and other government agencies. The contractor shall:

3.6.1 Edit and publish 3-8 issues of ASK Magazine annually; produce 5,000 to 7,000 copies per issue and submit a ready-to-publish online version to the government for porting to a website defined by the government.

3.6.2 Annually conduct an average of 2 sessions per year of the Masters Forum of Project Managers for 40-50 participants each to capture and share program and project management best practices and lessons learned. Leverage the Masters Forum model to include comparable offerings for the rest of the Technical Workforce, as well as design and implement forums focusing on cross-cutting issues key to the agency. The contractor shall conduct 2 forums each for Program/Project Management, Systems Engineering, Safety and Mission Assurance, and cross-cutting topics for an annual average of 8 offerings. This includes, but is not limited to, program planning, coordination, management, direction, location, speakers, facilities, resources materials, pre-registration and feedback/evaluation. More information regarding this program can be found at: <http://appl.nasa.gov/businessunits/knowledge/programs/>

3.7 Program Enhancement/Improvement Support - The contractor shall provide suggestions and recommendations to support and enhance APPEL's present and future service delivery and results metrics using various methods including online surveys, pre-course demographic surveys, pre/post assessments, supervisor assessments, and non-NASA and professional organization recognition. In addition, the contractor shall measure:

3.7.1 The type, amount and nature of services provided to various populations (individuals, teams, Centers, Mission Offices;

3.7.2 The cost of providing each service to the designated population(s);

3.7.3 The results and impact of service delivery, including feedback and shifts in knowledge, concepts, behavior and performance of individuals and teams;

3.7.4 Improvements in individual and project team capabilities (linked to competency attainment and increases in proficiency);

3.7.5 Individual and project team access to information on competencies, desired proficiency levels and options for development;

3.7.6 The type, amount and nature of development options and resources available to individuals and project teams (Agency-wide, at NASA Centers, and provided by APPEL);

3.7.7 The costs and benefits associated with recommended and alternative approaches to meeting the objectives of APPEL. This shall include analyzing the benefits of this program in relation to the resources expended in meeting the program objectives.

3.8 Travel - Travel will be cost reimbursable, with no fee, in accordance with CLIN X003, and subject to the Federal Travel Regulation. The contractor shall be required to travel to support meetings, conferences, workshops, classes, and other activities in support of this contract. Contractor required and requested travel shall be submitted in writing to the government and approved by the COTR prior to incurring any costs. The frequency and format of the contractor travel requests will be determined by the COTR.

4.0 TASK ORDER SUPPORT FOR WORK “OVER AND ABOVE” THE FIXED-PRICE PORTION OF THE CONTRACT (CLIN X002)

4.1 NASA’s APPEL and other similar programs managed by the agency are continually evolving as the needs of the agency change. The government anticipates that during the life of the contract additional requirements, which are within the general scope of this contract but not specifically identified under the fixed price portion of the contract, will be required in support of NASA’s mission. To accomplish the additional requirements, the Government may issue task orders in support of NASA Headquarters, NASA Centers and other Government agencies. Although the exact details of the work are not known at this time, potential areas of interest include, but are not limited to:

4.1.1 Support of the Agency’s new vision and current mission goals;

4.1.2 Latest developments in the industry, the Agency, and the Nation related to the work covered by this contract;

4.1.3 Changes in the engineering workforce;

4.1.4 New strategies and tools for career development, as well as forums for sharing news, lessons, and practices;

4.1.5 New certification requirements, including assessment and performance requirements;

4.1.6 Collaborative efforts with other Agencies, academia, and industry;

4.1.7 Other similar program changes that are necessary for the agency to meet its Technical Workforce, Learning, and Training requirements.

4.2 This work will be considered “Over and Above Work” and services not covered by CLIN X001. The Contracting Officer will issue task orders in accordance with Special Contract Requirements clauses H.19 and H.20 of this contract. Only the Contracting Officer may issue task orders.

5.0 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

Unless specifically identified to be provided by the Government, the contractor shall furnish all property, equipment, supplies, and materials in support of the contract. The contractor shall have access to the training facilities at Wallops Island and other locations as specified under individual task orders.

6.0 INFORMATION TECHNOLOGY

All computer systems developed under this procurement shall be compatible with NASA platforms, policies and standards (See NPR 2800.1 – Managing Information Technology). Any and all applications, tools, and technologies that are developed under the execution of this contract will become the property of the United States Government.

6.1 Web-based Information Management Systems: Web-based information management systems that support on-line learning, registration, tracking, evaluations and assessments include secure (i.e., at a level of protection sufficient to prevent unauthorized access to web material) web-based data entry and report-reading support for evaluation and assessment of individuals, teams, and the Agency’s Technical Workforce capabilities. Web-based information management systems that support studies are similar, but do not have to be secure.

6.2 Databases: Databases to be maintained include the APPEL Database and other databases that are implemented over the life of this contract. ILDP quality management effort includes, but is not limited to, documenting requirements for the products of the SSO; developing and maintaining templates for APPEL documents; and developing and maintaining checklists, process flow diagrams, and other process control tools.

6.3 Reference Documents: The information management system for reference documents shall support the preparation, verification, publication, distribution and posting on the web of documents that are meant to serve as a reference to both the learning community and the science community.

6.4 Website Development and Maintenance: APPEL Website support includes developing and maintaining the APPEL content, links, web-based libraries, presentations from conferences, and other related requirements as needed to perform the work required by this contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000020		3. EFFECTIVE DATE 04/22/2008		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 11) 09/01/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This is a blanket modification that effects the following changes to the attached task orders:

SEE CONTINUATION PAGES.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Robert J. Rice	
15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
4/25/08		Robert J. Rice	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	
		16C. DATE SIGNED	
		4/28/08	

SF 30, BLOCK 14 (CONTINUED):

1. The purpose of this modification is to deobligate a total of \$924,292.18 in excess obligations from the task orders listed in Attachment 1 to this modification. Attachment 1 lists the applicable modification number for each task order as well as the final value and amount of excess obligations, which are being deobligated via this modification, for each individual task order.
2. All other terms and conditions of the task orders listed in Attachment 1 remain unchanged as a result of this modification.

Order No.	Mod No.	Start Date	End Date	Awarded Value	Current Value at Completion of Period of Performance	Obligated Funding	Amount to Deobligate
NNL05AD10T	7	9/22/2005	10/5/2007	\$1,271,591.00	\$1,099,281.97	\$1,271,591.00	\$172,309.03
NNL05AD12T	6	10/1/2005	8/31/2007	\$382,616.00	\$335,781.75	\$382,616.00	\$46,834.25
NNL06AA80T	1	1/31/2006	8/31/2006	\$24,169.00	\$23,539.36	\$24,169.00	\$629.64
NNL06AA81T	5	2/6/2006	9/30/2007	\$186,196.00	\$160,062.98	\$186,196.00	\$26,133.02
NNL06AA95T	6	2/24/2006	8/31/2007	\$576,089.00	\$403,024.30	\$576,089.00	\$173,064.70
NNL06AB35T	5	4/5/2006	8/31/2007	\$70,123.00	\$27,407.41	\$70,123.00	\$42,715.59
NNL06AB36T	4	4/5/2006	8/31/2007	\$94,491.00	\$47,187.81	\$94,491.00	\$47,303.19
NNL06AB37T	3	4/5/2006	8/31/2007	\$178,061.00	\$149,574.86	\$178,061.00	\$28,486.14
NNL06AB50T	4	4/14/2006	12/14/2007	\$99,037.00	\$94,795.88	\$99,037.00	\$4,241.12
NNL06AB51T	4	4/14/2006	8/31/2007	\$272,853.00	\$229,364.83	\$272,853.00	\$43,488.17
NNL06AB52T	2	4/18/2006	8/31/2006	\$80,961.00	\$54,462.78	\$80,961.00	\$26,498.22
NNL06AB55T	1	6/8/2006	8/31/2006	\$84,372.00	\$79,781.90	\$84,372.00	\$4,590.10
NNL06AD09T	1	8/29/2006	9/22/2006	\$61,488.00	\$50,112.52	\$61,488.00	\$11,375.48
NNL07AB17T	5	1/5/2007	9/30/2007	\$1,332,468.00	\$875,584.12	\$1,157,600.00	\$282,015.88
NNL07AB27T	2	2/28/2007	1/31/2008	\$58,105.00	\$37,229.23	\$39,333.00	\$2,103.77
NNL07AC11T	1	3/30/2007	4/12/2007	\$15,418.04	\$14,529.10	\$15,418.04	\$888.94
NNL07AD92T	1	9/5/2007	10/18/2007	\$71,007.00	\$63,511.09	\$71,007.00	\$11,614.94
Total					\$3,745,231.89	\$4,665,405.04	\$924,292.18

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000021		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 4.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 13) 09/01/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds (APR 1984)

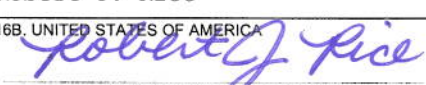
E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification it to allot incremental funding to CLIN x001 in the amount of \$852,301. As a result of this modification, the total dollars obligated amount for CLIN x001 is hereby changed FROM: \$10,190,710.00 TO: \$11,043,011.00. NOTE: Funding in the amount of \$852,301.00 will be added via modification 21 to Task NNL05AC93T. SEE CONTINUATION PAGES.

Accounting Info: Funding for this modification is appropriated under Task NNL05AC93T, Modification 21.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert J. Rice	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 5/15/08
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SF 30, BLOCK 14 (CONTINUED):

A. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item 0001 the sum of \$11,043,011 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
July 31, 2008	TBD

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until July 31, 2008.

B. All other terms and conditions remain unchanged.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number	Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001 Task NNL05AC93T	x003 Task NNL05AC95T	x004 Task NNL05AC96T	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T
		0003	4200107539 (PLI 4)		70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	400,125			NNL05AC93T
		0003	4200134333		46,915		NNL05AC95T
		0004	4200147469			400,000	NNL05AC96T
subtotal Base period:				\$ 3,006,076	\$ 116,915	\$ 400,000	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	881,614	-	-	NNL05AC93T
			420173277	660,000	-	-	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		80,000		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,082	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		31,576		NNL05AC95T
subtotal Option 1 period:				\$3,819,696	\$111,576	\$0	
Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	1,329,580			NNL05AC93T
		2003	4200215786		20,000		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		4,000		NNL05AC95T
		2004	4200219257			17,370	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	756,203			NNL05AC93T
		2003	4200228056		63,000		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	703,555			NNL05AC93T
		2001	4200233549	211,600			NNL05AC93T

CONTRACT FUNDING SUMMARY CONTINUED ON NEXT PAGE

	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	364,000			NNL05AC93T
Modification 17		2004	4200237952			197,130.00	NNL05AC96T
Modificaiton 18	Change Payment Office	N/A	Not applicable.				
Modification 19	Key Personnel Modificaiton	N/A	Not applicable.				
Modification 20	Deobligation of Available Funding from Completed Tasks	N/A	See Modification for Appcalbe Tasks.				
		2001	4200250196	363,000			NNL05AC93T
		2001	4200250198	318,308			NNL05AC93T
Modification 21	Add Funds to CLIN 2001	2001	4200250203	170,993			NNL05AC93T
subtotal Option 2 period:				\$ 4,217,239	\$ 87,000	\$ 214,500	
Grand total: Base + Option 1+Option 2:				\$ 11,043,011	\$ 315,491	\$ 614,500	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000022		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. n/a	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE LARC		7. ADMINISTERED BY (If other than Item 6) CODE LARC	
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 13) 09/01/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Contract Funding Summary

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.217-19, Option to Extend the Term of the Contract (MAR 2000)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to exercise the Option 3 period of performance, 01 September 2008 through 31 August 2009. CLIN 3001, Program Operations Support is incrementally funded in the amount of \$540,893.58.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Hisey	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 27 Aug 2008

b. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item 3001 the sum of ~~\$540,893.58~~ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3001	
October 2008	\$1,200,000

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31st, 2008."

c. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
		0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	\$400,125.00			NNL05AC93T
		0003	4200134333		\$46,915.00		NNL05AC95T
		0004	4200147469			\$400,000.00	NNL05AC96T
subtotal Base period:				\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
			420173277	\$660,000.00	\$0.00	\$0.00	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
subtotal Option 1 period:				\$3,819,696.00	\$111,575.90	\$0.00	

CONTRACT FUNDING SUMMARY CONTINUED ON NEXT PAGE

Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	\$1,329,580.00			NNL05AC93T
		2003	4200215786		\$20,000.00		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		\$4,000.00		NNL05AC95T
		2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	\$756,203.00			NNL05AC93T
		2003	4200228056		\$63,000.00		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
		2001	4200233549	\$211,600.00			NNL05AC93T
Modification 17	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
		2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in applicable tasks			
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
subtotal Option 2 period:				\$4,217,239.00	\$87,000.00	\$214,500.00	
Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
subtotal Option 3 period:				\$342,143.19	\$0.00	\$0.00	
Grand total: Base + Option 1+Option 2:				\$11,385,154.19	\$315,490.90	\$614,500.00	

CONTRACT FUNDING SUMMARY CONTINUED ON NEXT PAGE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000023		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. n/a	
5. PROJECT NO. (If applicable) n/a		6. ISSUED BY CODE LARC		7. ADMINISTERED BY (If other than Item 6) CODE LARC	
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		(x) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B			
		10B. DATED (SEE ITEM 13) 09/01/2005			
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) n/a					

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.233-22, Limitation of Funds (APR 1984)


E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

a. The purpose of this modification is to allot incremental funding for CLIN 3001, Program Operations Support, in the amount of \$188,614.09. As a result of this modification, the total dollars obligated for CLIN 3001 is \$530,757.28.

b. Paragraph 14 of modification 22 is changed to read, CLIN 3001, Program Operations Support, is incrementally funded in the amount of \$342,143.19. This is an administrative change only.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Hisey	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 15 Sep 08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

b. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item 0001 the sum of **\$11,573,768.28** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3001	
October 2008	\$1,200,000

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31st, 2008."

c. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
		0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	\$400,125.00			NNL05AC93T
		0003	4200134333		\$46,915.00		NNL05AC95T
		0004	4200147469			\$400,000.00	NNL05AC96T
subtotal Base period:				\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
			420173277	\$660,000.00	\$0.00	\$0.00	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
subtotal Option 1 period:				\$3,819,696.00	\$111,575.90	\$0.00	

CONTRACT FUNDING SUMMARY CONTINUED ON NEXT PAGE

Contract NNL05AA02B Modification 17

Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	\$1,329,580.00			NNL05AC93T
		2003	4200215786		\$20,000.00		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		\$4,000.00		NNL05AC95T
		2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	\$756,203.00			NNL05AC93T
		2003	4200228056		\$63,000.00		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
		2001	4200233549	\$211,600.00			NNL05AC93T
Modification 17	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
		2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in applicable tasks			
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
subtotal Option 2 period:				\$4,217,239.00	\$87,000.00	\$214,500.00	
Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
subtotal Option 3 period:				\$530,757.28	\$0.00	\$0.00	
Grand total: Base + Option 1+Option 2:				\$11,573,768.28	\$315,490.90	\$614,500.00	

CONTRACT FUNDING SUMMARY CONTINUED ON NEXT PAGE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000024		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC		5. PROJECT NO. (If applicable) n/a	
		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 13) 09/01/2005	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.233-22, Limitation of Funds (APR 1984)

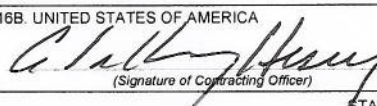
E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

a. The purpose of this modification is to allot incremental funding for CLIN 3001, Program Operations Support, in the amount of \$1,407,200.00. As a result of this modification, the total dollars obligated for CLIN 3001 is \$1,937,957.28.

Funding for this modification is appropriated under Task NNL05AC93T, modification 000024.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Hisey	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/06/2005

b. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item 0001 the sum of \$12,980,968.28 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3001	
January 2009	TBD

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until January 31st, 2009."

c. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
		0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	\$400,125.00			NNL05AC93T
		0003	4200134333		\$46,915.00		NNL05AC95T
		0004	4200147469			\$400,000.00	NNL05AC96T
subtotal Base period:				\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
			420173277	\$660,000.00	\$0.00	\$0.00	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
subtotal Option 1 period:				\$3,819,696.00	\$111,575.90	\$0.00	

CONTRACT FUNDING SUMMARY CONTINUED ON NEXT PAGE

Contract NNL05AA02B Modification 24

Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	\$1,329,580.00			NNL05AC93T
		2003	4200215786		\$20,000.00		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		\$4,000.00		NNL05AC95T
		2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	\$756,203.00			NNL05AC93T
		2003	4200228056		\$63,000.00		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
		2001	4200233549	\$211,600.00			NNL05AC93T
Modification 17	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
		2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in applicable tasks			
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
subtotal Option 2 period:				\$4,217,239.00	\$87,000.00	\$214,500.00	
Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
subtotal Option 3 period:				\$1,937,957.28	\$0.00	\$0.00	
Grand total: Base + Option 1+Option 2:				\$12,980,968.28	\$315,490.90	\$614,500.00	

CONTRACT FUNDING SUMMARY CONTINUED ON NEXT PAGE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000025		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. n/a	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 13) 09/01/2005	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

n/a

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.233-22, Limitation of Funds (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

a. The purpose of this modification is deobligate funding in the amount of \$522,808.00 for CLIN 3001, Program Operations Support. As a result of this modification, the total dollars obligated for CLIN 3001 is \$1,415,877.28.

Funding for this modification is deobligated under task NNL05AC93T.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Hisey	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA _____ (Signature of Contracting Officer)	16C. DATE SIGNED

b. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item 0001 the sum of ~~\$12,458,888.28~~ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3001	
December 2008	TBD

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until December 31st, 2008."

c. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
		0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	\$400,125.00			NNL05AC93T
		0003	4200134333		\$46,915.00		NNL05AC95T
		0004	4200147469			\$400,000.00	NNL05AC96T
subtotal Base period:				\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
			420173277	\$660,000.00	\$0.00	\$0.00	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
subtotal Option 1 period:				\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	\$1,329,580.00			NNL05AC93T
		2003	4200215786		\$20,000.00		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		\$4,000.00		NNL05AC95T
		2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	\$756,203.00			NNL05AC93T
		2003	4200228056		\$63,000.00		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
		2001	4200233549	\$211,600.00			NNL05AC93T
Modification 17	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
		2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in applicable tasks			
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
subtotal Option 2 period:				\$4,217,239.00	\$87,000.00	\$214,500.00	
Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
subtotal Option 3 period:				\$1,415,877.28	\$0.00	\$0.00	
Grand total: Base + Option 1+Option 2:				\$12,458,888.28	\$315,490.90	\$614,500.00	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000026		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B		10B. DATED (SEE ITEM 13) 09/01/2005		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
4200279960

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.233-22, Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- a. The purpose of this modification is to allot incremental funding for CLIN 3001, Program Operations Support, in the amount of \$250,000.00. As a result of this modification, the total dollars obligated for CLIN 3001 is \$1,665,877.28.
- b. Funding for this modification is appropriated under Task NNL05AC93T, modification 000026.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Hisey	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 20 Jan 09

c. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item x001 the sum of \$12,708,888.28 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3001	
February 2009	TBD

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until February 28th, 2009."

d. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
		0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	\$400,125.00			NNL05AC93T
		0003	4200134333		\$46,915.00		NNL05AC95T
		0004	4200147469			\$400,000.00	NNL05AC96T
subtotal Base period:				\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
			420173277	\$660,000.00	\$0.00	\$0.00	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
subtotal Option 1 period:				\$3,819,696.00	\$111,575.90	\$0.00	

CONTRACT FUNDING SUMMARY CONTINUED ON NEXT PAGE

Contract NNL05AA02B Modification 26

Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	\$1,329,580.00			NNL05AC93T
		2003	4200215786		\$20,000.00		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		\$4,000.00		NNL05AC95T
		2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	\$756,203.00			NNL05AC93T
		2003	4200228056		\$63,000.00		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
		2001	4200233549	\$211,600.00			NNL05AC93T
Modification 17	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
		2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in applicable tasks			
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
subtotal Option 2 period:				\$4,217,239.00	\$87,000.00	\$214,500.00	
Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
subtotal Option 3 period:				\$1,665,877.28	\$0.00	\$0.00	
Grand total: Base + Option 1+Option 2:				\$12,708,888.28	\$315,490.90	\$614,500.00	

CONTRACT FUNDING SUMMARY CONTINUED ON NEXT PAGE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 14
2. AMENDMENT/MODIFICATION NO. 000027		3. EFFECTIVE DATE See block 16c	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE		LARC	7. ADMINISTERED BY (If other than Item 6) CODE LARC	
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION Langley Research Center Langley Blvd., Building 1195B Hampton, Virginia 23681				
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code) ASRC MANAGEMENT SERVICES ATTN: LaKeisha Webb 3900 C Street, Suite 802 Anchorage, AK 99503-5963			9a. AMENDMENT OF SOLICITATION NO.	
			9b. DATED (SEE ITEM 11)	
			10a. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
			10b. DATED (SEE ITEM 13) 09/01/2005	
CODE		FACILITY CODE:		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting And Appropriation Data (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
<input checked="" type="checkbox"/> OTHER (Specify type of modification and authority) FAR 52.243-1 Changes-Fixed Price (ALT I) (APR 84), FAR 52.243-2 Changes-Cost Reimbursable (ALT IV)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
A. The purpose of this modification is to; (i) revise the Statement of Work and associated deliverables; (ii) revise the firm-fixed price of the contract; (iii) revise the cost plus fixed fee amount of the contract and (iv) revise contract clauses associated with these changes. Accordingly, Part I – The Schedule, Section B is revised to: (1) Decrease the Firm Fixed price amount of CLINs 3001 and 4001 (2) Increase the cost plus fixed fee amount of CLINs 3002 and 4002 proportionately.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNED (Type and print)		16A. NAME OF CONTRACTING OFFICER LILIANA J. RICHWINE Contracting Officer		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED 2/19/09	16B. UNITED STATES OF AMERICA BY <i>Liliana J. Richwine</i> (Signature of Contracting Officer)	16C. DATE SIGNED 2/23/2009

SF 30, BLOCK 14 (CONTINUED):

B. Reference Part I – THE SCHEDULE, SECTION B. The following changes are hereby made:

(1) Clause B.1 entitled “SUPPLIES AND/OR SERVICES TO BE FURNISHED” pages 7-8 of modification 000015 are hereby deleted in their entirety and replaced with the revised pages Clause B.1, pages 4-5, attached.

(2) Clause B.3 entitled “CLIN PRICING” paragraph (b) second sentence is revised as follows:
“The Minimum Value of \$100,000 and Maximum Value of ~~\$27,048,994~~ are for the entire life of the contract (base period plus all options exercised).”

(3) Clause B.4 entitled “FIRM-FIXED PRICE (1852.216-78) (DEC 1988) (CLIN X001)” is deleted in its entirety and replaced with the following:

“The total firm-fixed price (FFP) of this contract is:

TOTAL FFP AMOUNT (CLIN X001)	
Base Period	\$3,006,076
Option Year 1	\$3,819,686
Option Year 2	\$4,232,188
Option Year 3	\$2,917,578 (\$1,567,734)
Option Year 4	\$2,975,466 (\$1,672,389)
Total FFP	\$16,950,988 (\$3,240,123)

The Total FFP amount is the base period amount plus any options exercised during the life of the contract.”

(4) Clause B.5 entitled “MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE (Applies to CLIN X002)” last sentence is revised as follows:
“The total maximum value is ~~\$27,048,994~~ for the 5-year period of performance.”

(5) Clause B.11 entitled “LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

“(a) Of the total price of item 0001 the sum of \$12,458,888.28 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
February 28, 2009	\$1,200,000

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until February 28, 2009.

C. Reference Part I, Section C, Statement of Work (SOW). The SOW is hereby deleted in its entirety and replaced with the revised attached SOW, dated 24 October 2008.

D. Reference Part I, Section H, clause H.11 entitled “OPTIONS”. Subject clause is hereby deleted in its entirety and replaced with the following:

“H.11 OPTIONS (LaRC 52.217-95) (APR 2002)

Pursuant to the clause entitled "Option to Extend the Term of the Contract (Mar 2000)," the Contractor hereby grants to the Government options to extend the term of the contract for 4 additional periods of 12 months each. Such option(s) are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

	Option 1	Option 2	Option 3	Option 4
Item	Year 2	Year 3	Year 4	Year 5
Total FFP Work (CLIN X001)	\$3,819,686	\$4,232,188	\$2,917,578	\$2,975,466
Total IDIQ Work (CLIN X002)	\$4,780,304	\$4,567,798	\$6,082,422	\$6,224,540
Cost Reimbursable Travel (CLIN X003)	\$700,000	\$700,000	\$700,000	\$700,000
Cost Reimbursable (CLIN X004)	\$300,000	\$300,000	\$300,000	\$300,000
Period of Performance	See Contract Clause Section F entitled “Period of Performance” (LaRC 52.211-91)”			

E. In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor’s proposal for the Statement of Work, dated 24 October 2008, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this change.

F. All other terms and conditions remain the same.

PART I – THE SCHEDULE
SECTION B

OPTION 3 PERIOD OF PERFORMANCE (1 SEPTEMBER 2008 THROUGH 31 AUGUST 2009)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
3001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	1	Mo	██████████ Firm-Fixed Price	
		1	Mo	██████████ Firm-Fixed Price	
					<u>\$2,917,578</u> Firm-Fixed Price
3002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$6,082,422</u> MAXIMUM VALUE (Over life of contract)
3003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
3004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
3005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE
SECTION B

OPTION 4 PERIOD OF PERFORMANCE (1 SEPTEMBER 2009 THROUGH 31 AUGUST 2010)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Academy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	1	Mo	Firm-Fixed Price	<u>\$2,975,460</u> Firm-Fixed Price
4002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$6,224,540</u> MAXIMUM VALUE (Over life of contract)
4003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
4004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
4005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – SECTION C
STATEMENT OF WORK (SOW)
DATED 24 October 2009

NASA ACADEMY OF PROGRAM, PROJECT, ENGINEERING LEADERSHIP (APPEL)
CAREER DEVELOPMENT AND KNOWLEDGE SHARING SUPPORT SERVICES

1.0 INTRODUCTION AND BACKGROUND

The Academy of Program and Project Leadership (APPL) began in 1987 as the Program and Project Management Initiative (PPMI) in order to promote educational and training resources. PPMI focused on a series of courses to provide a baseline of knowledge for NASA Project Managers who staffed the long duration programs and projects characteristic of NASA prior to 1992. As NASA evolved, the process of project management required a greater level of formal knowledge for mission success. PPMI now had to provide more than a baseline of knowledge and needed to support the wide variety of Program and Project Management (PPM) competencies. Due to the increased scope of the program, the PPMI was renamed the Academy of Program and Project Management Leadership (APPL) in 1997. In parallel with APPL, the agency conducted training and development activities for engineering practitioners. This was accomplished through the NASA Engineering Training (NET) Program. The NET role was to provide engineering training and tools to assist and enable employees to perform their responsibilities. In 2005, APPL and NET were combined and renamed the NASA Integrated Learning and Development Program (ILDLP) then renamed to The Academy of Program, Project, and Engineering Leadership (APPEL) to more closely resemble the previous APPEL Program.

APPEL is a research-based organization that serves the NASA's Technical Workforce. This workforce is comprised of PPM, Systems Engineering and Discipline-Engineering practitioner communities. The program provides products and services that manage risk, maximize human capital utilization, foster cost containment, schedule adherence, develop high-performance teams, and promote mission success. APPEL supports individual practitioners, technicians, engineers, project teams, and NASA projects and programs at every phase of development and level of complexity. The program continuously evolves to ensure that the program's activities and offerings reflect the best practices of NASA, industry, academia, and government.

APPEL enables career development through focused, application-based learning and career development services including formal education, performance enhancement, online tools development, and knowledge sharing. The objective is to develop recognized world-class Technical Workforce practitioners in advance of agency need. APPEL specializes in addressing identified learning and performance needs of practitioners, leveraging relations with the "best of the best" practitioners, and creating measurable efficiency thereby contributing significantly to the work force's effectiveness towards achieving mission success. Additional information can be found at the following websites:

APPEL Web Site: <http://APPEL.nasa.gov/about/overview/index.html>

Knowledge Sharing Web Link: <http://APPEL.nasa.gov/businessunits/knowledge/overview/index.html>

Career Development Web Link: <http://APPEL.nasa.gov/businessunits/career/overview/index.html>

ASK Magazine Web Link: <http://APPEL.nasa.gov/ask/about/overview/index.html>

NET Web Link: <http://net.larc.nasa.gov/main.php>

2.0 SCOPE OF WORK

APPEL currently has four business units that support the overall program. These are (1) Performance Enhancement, (2) Knowledge Sharing, (3) Career Development, and (4) Research and Development. Management and Operations (M&O) activities are included in each business line. The scope of this contract includes support of the Knowledge Sharing (KS) and Career Development (CD) business units for the PPM community.

In addition, the scope of this contract includes the NASA Technical Workforce, which is defined as the community of Program/Project Managers, Systems Engineers and Discipline Engineers. In response to the Agency's merger of APPEL and NET, this contract will support the definition, execution, and evolution of knowledge sharing and world-class learning and career development services for the Technical Workforce. Included in this is the publication of the Academy Sharing Knowledge (ASK) magazine including the expanded target audience for the NASA Technical Workforce and support of the M&O activities across the full scope of this SOW. The scope of this contract will continually evolve in response to revisions made to agency priorities.

3.0 DESCRIPTION OF SERVICES TO BE PERFORMED

3.1 Program Operations Support - The contractor shall provide all personnel, equipment, materials, supervision, and other items and services required to perform the operations and management of the services defined herein under the fixed-price portion of the contract, including the program operations support for the reimbursable line items of the contract. The Government will also have the ability to order work within the general scope but not covered under the firm fixed price portion of the contract. Work will be ordered through the issuance of Task Orders in accordance with the contract terms (See CLIN X002 and SOW Paragraph 4.0) and issued on a Cost-Plus-Fixed Fee (CPFF) Basis.

The contractor shall perform the following requirements:

3.1.1 Review, create, evaluate, implement, publish and disseminate those APPEL Technical Workforce CD and KS processes and activities that align with the NASA Mission and that are consistent with standards, policies and guidance for the design/development of curriculum and course objectives for program/project management, project scientist, engineering and program control communities.

3.1.3 Participate in and develop presentations on APPEL Technical Workforce CD and KS activities for relevant conferences/forums for professional or research organizations, as well as APPEL domestic and international partners. Historically the contractor has participated in four events per year, and that is the anticipated level of support required for this contract. However, the number of events may fluctuate on an annual basis with an average of 4 per year over the potential 5-year period of performance.

3.1.4 Integrate Technical Workforce CD and KS processes, practices, products and services within APPEL and with other NASA and non-NASA educational offerings and CD models (e.g., courses, web-based tools, conferences) within the integrated Program/Project Management Development and Engineering Development processes. Collect and provide the required assessments/ evaluations/metrics on such activities.

3.1.5 IT Distance Learning Support - Explore, identify and implement information technology resources for both KS and CD activities to enhance the delivery and management of APPEL services to the Technical Workforce community.

3.1.6 Execute, in coordination with the government, the definition, collection, publication and assessment of cross-cutting and discipline-specific metrics intended to ensure relevance and efficient utilization of public funds.

3.1.7 Execute, in coordination with the government, a Continuous Risk Management process intended to identify, document, track and mitigate risks associated with the execution of the APPEL charter.

3.1.8 Present monthly status reports to APPEL management in a format agreed to by the government.

3.1.9 Participate in APPEL-chaired reviews instituted to examine strategic aspects of program definition and execution. It is the intention of the government to convene approximately one review per year. However, the number of events may vary.

3.1.10 Align the APPEL program with academia and industry to ensure that NASA employees continue to receive the best training available. These duties shall include, but are not limited to, (1) providing consulting services to the APPEL Director concerning the direction of the APPEL curriculum and providing comparisons to outside training programs in academia and other organizations, (2) working closely with universities throughout the United States to develop compatibility and alignment between the APPEL program and courses taught in academia, (3) working with selected universities to develop academic credits for APPEL coursework and the incorporation of APPEL coursework into accredited university degree programs, (4) acting as the APPEL outreach executive to academia and other training organizations, which shall include developing an expert exchange program between NASA and these other organizations, (6) participating in forums as required whereby NASA can engage the university leadership community to collaborate in meeting our complementary missions in supporting the next generation of engineers and scientists to enable the Vision of Space Exploration, (7) facilitating workshops, training and developmental opportunities, as required, which provide an environment to openly pursue innovative concepts for selected participants (8) providing technical support to the APPEL Business Management and Operations team for the development of key documents in support of University Programs as required,

3.1.11 (1) Participate in weekly APPEL Senior Management Council (SMC) meetings, (2) provide technical support in the development and delivery of PowerPoint presentations to NASA Centers, APPEL Management, industry and academic partners as required by the APPEL COTR and/or APPEL Director, (3) provide Monthly Status Reports (MSRs) reflecting accomplishments, planned activities, travel requests, and request for assistances, which shall be submitted on the last Friday of the month to the APPEL COTR, (4) developing Project Plans per initiative for review and approval by APPEL Management as required in accordance with the approved schedule.

3.2 Integrated and Community-Specific Career Development Services – It is the government’s intention to have a CD model that fully integrates the needs of the Technical Workforce. However, each community that comprises the Technical Workforce shall be independently and regularly engaged in order to ensure the most complete definition of community requirements. Only once this community-based information has been collected and vetted shall the data be integrated into the APPEL consolidated CD framework. In all cases, the contractor will be able to accurately reverse engineer the consolidated CD framework into those elements that directly support a specific community within the Technical Workforce.

Therefore, the contractor shall engage the Technical Workforce communities, NASA stakeholders, contractor partners, university and professional and research organization partners, and non-NASA partners to maintain and extend each community’s CD process and its online version. The contractor shall perform the following requirements:

3.2.1 Develop, maintain and deliver to APPEL for configuration baseline, in a form acceptable to the government, integrated and community-specific Competency Matrixes, describing core competencies, proficiencies and objectives integral to successfully performing within a NASA program, project, or discipline activity;

3.2.2 Maintain and document the APPEL unified CD model, in a form acceptable to the government, in which career development roadmaps for each community within the Technical Workforce are detailed in terms to include as a minimum: courses, job levels, knowledge sharing activities, and experiences. This shall include identification of competency levels, as well as success and exit criteria and that sequences learning activities and

developmental opportunities to acquire and grow core competencies as well as support incremental levels of certification of completion against criteria defined both internally and externally to NASA;

3.2.3 Maintain an interactive, ongoing academic curriculum of Technical Workforce courses and learning activities, including, but not limited to, professional recommendation by the American Council on Education (ACE) and those with Project Management Institute (PMI) and The International Council on Systems Engineering INCOSE government provider status. The curriculum shall be available to the Government in electronic form and made available to the Technical Workforce in catalog form.

3.2.4 Develop and maintain a listing, know as a Resource Network, of NASA personnel who have depth and/or breadth in specific processes and competencies and knowledge domains to serve as competency Process Advisors (PAs) and Subject Matter Experts (SMEs). This listing shall be submitted to the government within 1 business day of the request.

3.2.5 On an ongoing basis, review and vet NASA Project Management and Systems Engineering competencies with internal and external stakeholders and organizations to ensure they remain up-to-date in line with NASA policy and procedure changes and relevant changes in the external PM/SE technical communities. Update competency models as appropriate.

3.2.6 Provide Agency-wide CD services for NASA Centers as follows:

3.2.6.1. Maintain and extend e-PMDP to address all communities within the APPEL CD model, an online APPELication, to enable the Technical Workforce to access CD information, view development activities and create and manage individual development plans (IDPs) online, integrated with the overall NASA Human Capital Plan approach.

3.2.6.2 Implementation of OMB/Federal Acquisition Institute's Program/Project Management Certification (FAC-P/PM): Support NASA in the implementation of the FAC P/PM Certification through:

- Development of tools and resources for Center implementation of PM certification (i.e., competency assessment tools, guidelines for Centers, Agency Wall Chart, internal communications templates, etc.)
- Modification to existing internal processes and procedures necessary to meet external OMB/FAI reporting and tracking requirements
- Provide a structured approach and accredited career development framework through APPEL's existing technical development model to support certification of NASA P/PMs

3.2.6.3 Support APPEL in meeting requirements for the NASA Plan for Improvement in the GAO High-Risk Area of Contract Management: Continue monitoring and tracking participation goals for courses relevant to GAO defined topics. Develop reports and presentations on APPEL's progress as required by NASA management to support the NASA Plan for improvement in the GAO defined High Risk areas. Other ongoing requirements include:

- Continue relevant course offerings assuring access and availability to all Centers
- Communicate requirements, regulations, and best practices through such vehicles as ASK magazine, ASK the Academy, APPEL website, Master's Forums, etc.
- Conduct continuing reviews to ensure that courses being offered are appropriately addressing the project and contract management needs.

3.2.6.4 Assist CD Center Points of Contact to plan and implement APPEL programs and processes. Work with other APPEL contractors to implement APPEL program throughout the Agency.

3.2.6.4 Develop and maintain customized Career Development (CD) tools and resources for the APPEL CD framework for the technical workforce.

3.3 Career Development Services - The contractor shall provide specific, clearly-defined CD courses and services linked to the core competencies and used to develop individual and team capabilities and to assist teams, other NASA Centers, and others (e.g., other Government partners, commercial partners, university, and international partners). Types of services include, but are not limited to: development of learning documents, courses, and targeted instructional material; assessments of capabilities; simulations; case studies; process maps; classes, workshops, forums, computer-based training (CBT), and computer-mediated instruction; consulting; and mentoring. Partner with universities to access university experts to explore different learning models/methods to build Technical Workforce expertise.

3.3.1 Design and implement within the agency's Technical Workforce communities a standard process/methodology once a year, and in a time frame consistent with the government budget process, to assess learning needs to design and deliver both mandatory and non-mandatory services or modules which continually evolve during the life of the contract. :

Mandatory Services:

- Core Curriculum
- In-Depth Courses in the areas of Project Management, Systems Engineering, Communications & Leadership, Discipline Specific Courses
- APPEL CD Model Level 3-content
- APPEL CD Model Level-4 content
- Assessment of the Technical Workforce

Non-mandatory Services:

- Solar Web Courses
- University Courses
- Department of Defense/Department of Energy Courses

3.3.2 Annually assess CD products and services, learning needs, and a service delivery schedule to ensure alignment with individual and team learning needs/competencies within the Technical Workforce.

3.3.3 Deliver mandatory courses/learning activities, based on needs assessments to be conducted annually for the Centers and Agency stakeholders, semiannual updates and program/project team requirements. This includes but is not limited to scheduling sessions, securing facilities, identifying instructors, preparing materials, residing with participants thereby ensuring a continually safe environment, and coordinating responses to emergency situations, facilitating and evaluating the sessions.

3.3.4 Work with the APPEL Director to develop an integrated course/service delivery plan to ensure that service delivery frequency meets NASA's needs. In the plan describe existing or planned CD learning activities, tools, assessments/evaluations/metrics, and other resources to increase Technical Workforce proficiency and describe collaborative relationships for program planning and service delivery with Office of Personnel Management (OPM), Defense Acquisition University (DAU), Learning Management System (LMS), SOLAR, and other learning program and tools providers. Ensure that PPM learning activities and tools meet PMI certification and ACE accreditation requirements. The contractor shall ensure that Systems Engineering learning activities and tools meet INCOSE and ACE accreditation requirements and that Discipline-specific and Safety and Mission Assurance learning activities meet domain-specific accreditation requirements.

3.3.5 Establish program design standards and use a consistent approach to Technical Workforce learning activity designs across topics and media (e.g., courses, learning tools,

assessments/evaluations/metrics, and learning plans) and publish standards with consistent documentation and measurement approaches for each delivery medium.

3.3.6 Coordinate instructors for NASA Headquarters-sponsored APPEL courses and events. This includes, but is not limited to, (1) identifying and selecting instructors; (2) working with NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers), universities, professional and research organizations, other contractors, and non-contractor partners; (3) providing instructor orientation and materials, (4) evaluating instructors and courses and events; and (5) tracking program results/impact.

3.4 Knowledge Sharing Services – The contractor shall engage domestic and international NASA stakeholders, contractor partners, university, professional and research organization partners, and any other non-NASA partner to explore and support NASA implementation of emerging approaches, techniques and models to share knowledge (e.g. best practices, lessons learned, communities of practitioners with shared interests and experience) within the agency. This includes, but is not limited to, the following:

3.4.1 Identify and implement innovative ways to share knowledge to build expertise across the Technical Workforce;

3.4.2 Develop strategies and services for Headquarter-, Center- and Project-based KS activities;

3.4.3 Assist other NASA Centers to conduct Knowledge Sharing Workshops to enable participants across the Technical Workforce to share best practices and lessons learned. This includes but is not limited to, assistance in designing, conducting and evaluating the programs, pre-registering participants and preparing program materials.

3.4.4 Participate in the Project Management Challenge and other Center-based KS efforts. This includes the coordination and development of the APPEL informational display and any material pertaining to the display. More information regarding this program can be found at: <http://pmchallenge.gsfc.nasa.gov/>

3.4.5 Broaden the scope, applicability, and functionality of KS products and services across the Technical Workforce communities to meet the demands of the ever-changing environment and NASA programs, policies and procedures in the most efficient and effective way.

3.5 Develop Learning and Knowledge Sharing Activities - The contractor shall engage NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers) to provide challenging and beneficial learning and knowledge sharing activities for the development of NASA's next generation of the Technical Workforce. The contractor shall:

3.5.1 Develop and adapt broadly accepted program/project management, systems engineering and scientific practices for NASA and other federal government organizations including the program/project community, engineering communities, Mission Offices, and Centers.

3.5.2 Integrate perspectives and activities to include but not be limited to courses, web-based tools, best practices, lessons learned, and data bases of multiple domestic and international organizational stakeholders, professional and research organizations, universities, and other NASA contract and non-contract partners.

3.5.3 Collaborate with NASA subject matter experts, professional organizations (e.g. Project Management Institute), other Government agencies (e.g. Defense Acquisition University), academia, and industry to design, develop, implement, evaluate and measure the impact of innovative ways for the Technical Workforce to learn, build individual and team expertise and capability, and share knowledge, best practices, lessons learned and emerging/developing processes.

3.5.4 Design, develop, write, edit, publish and distribute instructional and other learning and knowledge sharing materials and documents for the Technical Workforce community.

3.5.6 Link NASA Centers with similar learning and development and knowledge sharing issues together for facilitated work sessions and service development

3.5.7 Increase the diffusion of new ideas, lessons learned and best practices throughout the agency and government via APPEL CD and KS efforts.

3.5.8 Participate in and initiate research activities related to learning and knowledge sharing within the program/ project community in teams and NASA Centers and with other partners.

3.6 Academy Sharing Knowledge (ASK) Magazine Support - The contractor shall be responsible for the writing and editing of the ASK Magazine to support performance enhancement services and tools, supporting career development programs, sponsoring knowledge sharing events and publications, and creating opportunities for Technical Workforce collaboration with universities, professional associations, industry partners and other government agencies. The contractor shall:

3.6.1 Write and edit 3-5 issues of ASK Magazine annually; submit a ready-to-publish online version to the government for porting to a website defined by the government.

3.6.2 Participate in designing and developing an average of 2 sessions per year of the Masters Forum of Project Managers for 40-50 participants each to capture and share program and project management best practices and lessons learned. Participate in designing and developing an average of 2 Principal Investigator Team Master Forums. This includes, but is not limited to, program planning, coordination, management, direction, location, speakers, facilities, resources materials, pre-registration and feedback/evaluation. More information regarding this program can be found at:
<http://APPEL.nasa.gov/businessunits/knowledge/programs/>

3.7 Program Enhancement/Improvement Support - The contractor shall provide suggestions and recommendations to support and enhance APPEL's present and future service delivery and results metrics using various methods including online surveys, pre-course demographic surveys, pre/post assessments, supervisor assessments, and non-NASA and professional organization recognition. In addition, the contractor shall measure:

3.7.1 The type, amount and nature of services provided to various populations (individuals, teams, Centers, Mission Offices);

3.7.2 The cost of providing each service to the designated population(s);

3.7.3 The results and impact of service delivery, including feedback and shifts in knowledge, concepts, behavior and performance of individuals and teams;

3.7.4 Improvements in individual and project team capabilities (linked to competency attainment and increases in proficiency);

3.7.5 Individual and project team access to information on competencies, desired proficiency levels and options for development;

3.7.6 The type, amount and nature of development options and resources available to individuals and project teams (Agency-wide, at NASA Centers, and provided by APPEL);

3.7.7 The costs and benefits associated with recommended and alternative approaches to meeting the objectives of APPEL. This shall include analyzing the benefits of this program in relation to the resources expended in meeting the program objectives.

3.8 Travel - Travel will be cost reimbursable, with no fee, in accordance with CLIN X003, and subject to the Federal Travel Regulation. The contractor shall be required to travel to support meetings, conferences, workshops, classes, and other activities in support of this contract. Contractor required and requested travel shall be submitted in writing to the government and approved by the COTR prior to incurring any costs. The frequency and format of the contractor travel requests will be determined by the COTR.

4.0 TASK ORDER SUPPORT FOR WORK “OVER AND ABOVE” THE FIXED-PRICE PORTION OF THE CONTRACT (CLIN X002)

4.1 NASA’s APPEL and other similar programs managed by the agency are continually evolving as the needs of the agency change. The government anticipates that during the life of the contract additional requirements, which are within the general scope of this contract but not specifically identified under the fixed price portion of the contract, will be required in support of NASA’s mission. To accomplish the additional requirements, the Government may issue task orders in support of NASA Headquarters, NASA Centers and other Government agencies. Although the exact details of the work are not known at this time, potential areas of interest include, but are not limited to:

4.1.1 Support of the Agency’s new vision and current mission goals;

4.1.2 Latest developments in the industry, the Agency, and the Nation related to the work covered by this contract;

4.1.3 Changes in the engineering workforce;

4.1.4 New strategies and tools for career development, as well as forums for sharing news, lessons, and practices;

4.1.5 New certification requirements, including assessment and performance requirements;

4.1.6 Collaborative efforts with other Agencies, academia, and industry;

4.1.7 Other similar program changes that are necessary for the agency to meet its Technical Workforce, Learning, and Training requirements.

4.2 This work will be considered “Over and Above Work” and services not covered by CLIN X001. The Contracting Officer will issue task orders in accordance with Special Contract Requirements clauses H.19 and H.20 of this contract. Only the Contracting Officer may issue task orders.

5.0 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

Unless specifically identified to be provided by the Government, the contractor shall furnish all property, equipment, supplies, and materials in support of the contract. The contractor shall have access to the training facilities at Wallops Island and other locations as specified under individual task orders.

6.0 INFORMAT ION TECHNOLOGY

All computer systems developed under this procurement shall be compatible with NASA platforms, policies and standards (See NPR 2800.1 – Managing Information Technology). Any and all APPELications, tools, and technologies that are developed under the execution of this contract will become the property of the United States Government.

6.1 Web-based Information Management Systems: Web-based information management systems that support on-line learning, registration, tracking, evaluations and assessments include secure (i.e., at a level of protection sufficient to prevent unauthorized access to web material) web-based data entry and report-reading support for evaluation and assessment of individuals, teams, and the Agency's Technical Workforce capabilities. Web-based information management systems that support studies are similar, but do not have to be secure.

6.2 Databases: Databases to be maintained include the APPEL Database and other databases that are implemented over the life of this contract. ILDP quality management effort includes, but is not limited to, documenting requirements for the products of the SSO; developing and maintaining templates for APPEL documents; and developing and maintaining checklists, process flow diagrams, and other process control tools.

6.3 Reference Documents: The information management system for reference documents shall support the preparation, verification, publication, distribution and posting on the web of documents that are meant to serve as a reference to both the learning community and the science community.

6.4 Website Development and Maintenance: APPEL Website support includes developing and maintaining the APPEL content, links, web-based libraries, presentations from conferences, and other related requirements as needed to perform the work required by this contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2			
2. AMENDMENT/MODIFICATION NO. 000028		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. n/a		5. PROJECT NO. (If applicable) N/A		
6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963				(x) 9A. AMENDMENT OF SOLICITATION NO.				
							9B. DATED (SEE ITEM 11)	
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B				
				10B. DATED (SEE ITEM 13) 09/01/2005				
CODE		FACILITY CODE						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200280789								
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X		D. OTHER (Specify type of modification and authority) FAR 52.233-22, Limitation of Funds (APR 1984)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)								
a. The purpose of this modification is to allot incremental funding to CLIN x001 in the amount of \$261,000. As a result of this modification, the total dollars obligated for CLIN x001 is hereby changed to \$12,969,888.28.								
b. Funding for this modification is appropriated under task NNL05AC93T, modification 28.								
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)				
				Jeffrey Hisey				
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED		
_____ (Signature of person authorized to sign)				_____ (Signature of Contracting Officer)				

c. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item x001 the sum of \$12,969,888.28 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3001	
30 March 2009	TBD

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until 30 March 2009."

d. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
		0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	\$400,125.00			NNL05AC93T
		0003	4200134333		\$46,915.00		NNL05AC95T
		0004	4200147469			\$400,000.00	NNL05AC96T
subtotal Base period:				\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
			420173277	\$660,000.00	\$0.00	\$0.00	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
subtotal Option 1 period:				\$3,819,696.00	\$111,575.90	\$0.00	

Contract NNL05AA02B Modification 28

Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	\$1,329,580.00			NNL05AC93T
		2003	4200215786		\$20,000.00		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		\$4,000.00		NNL05AC95T
		2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	\$756,203.00			NNL05AC93T
		2003	4200228056		\$63,000.00		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
		2001	4200233549	\$211,600.00			NNL05AC93T
Modification 17	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
		2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in applicable tasks			
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
subtotal Option 2 period:				\$4,217,239.00	\$87,000.00	\$214,500.00	
Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
Modification 27	Revise SOW		Not applicable.	\$0.00			
Modification 28	Add funds to 3001	3001	4200280789	\$261,000.00			NNL05AC93T
subtotal Option 3 period:				\$1,926,877.28	\$0.00	\$0.00	
Grand total: Base + Option 1+Option 2:				\$12,969,888.28	\$315,490.90	\$614,500.00	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 000029		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. n/a	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 13) 09/01/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

n/a

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.233-22, Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

a. The purpose of this modification is to allot incremental funding to CLIN x001 in the amount of \$605,657.72. As a result of this modification, the total dollars obligated for this CLIN is hereby changed to \$13,975,546.00.

b. Funding for this modification is appropriated under task NNL05AC93T, modification 29.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Hisey	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 07 May 2009

c. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item x001 the sum of ~~\$13,975,546.00~~ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3001	
30 August 2009	TBD

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until 30 August 2009."

d. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
		0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	\$400,125.00			NNL05AC93T
		0003	4200134333		\$46,915.00		NNL05AC95T
		0004	4200147469			\$400,000.00	NNL05AC96T
subtotal Base period:				\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
			420173277	\$660,000.00	\$0.00	\$0.00	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
subtotal Option 1 period:				\$3,819,696.00	\$111,575.90	\$0.00	

Contract NNL05AA02B Modification 29

Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	\$1,329,580.00			NNL05AC93T
		2003	4200215786		\$20,000.00		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		\$4,000.00		NNL05AC95T
		2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	\$756,203.00			NNL05AC93T
		2003	4200228056		\$63,000.00		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
		2001	4200233549	\$211,600.00			NNL05AC93T
Modification 17	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
		2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in applicable tasks			
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
subtotal Option 2 period:				\$4,217,239.00	\$87,000.00	\$214,500.00	

Contract NNL05AA02B Modification 29

Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
Modification 27	Revise SOW		Not applicable.	\$0.00			
Modification 28	Add funds to 3001	3001	4200280789	\$661,000.00			NNL05AC93T
Modification 29	Add funds to 3001	3001	4200291172	\$605,675.72			NNL05AC93T
subtotal Option 3 period:				\$2,932,553.00	\$0.00	\$0.00	
Grand total: Base + Option 1+Option 2:				\$13,975,564.00	\$315,490.90	\$614,500.00	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 000030		3. EFFECTIVE DATE 05/07/2009		4. REQUISITION/PURCHASE REQ. NO. n/a	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 13) 09/01/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

n/a

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.233-22, Limitation of Funds

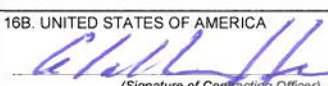
E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

a. The purpose of this modification is to allot incremental funding to CLIN x004 in the amount of \$9,729.90. As a result of this modification, the total dollars obligated for this CLIN is hereby changed to \$624,229.90.

b. Funding for this modification is appropriated under task NNL05AC96T, modification 30.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Hisey	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 07 May 2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

c. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item x004 the sum of \$624,229.90 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3004	
TBD	TBD

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until 30 August 2009."

d. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
		0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	\$400,125.00			NNL05AC93T
		0003	4200134333		\$46,915.00		NNL05AC95T
		0004	4200147469			\$400,000.00	NNL05AC96T
subtotal Base period:				\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
			420173277	\$660,000.00	\$0.00	\$0.00	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
subtotal Option 1 period:				\$3,819,696.00	\$111,575.90	\$0.00	

Contract NNL05AA02B Modification 30

Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	\$1,329,580.00			NNL05AC93T
		2003	4200215786		\$20,000.00		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		\$4,000.00		NNL05AC95T
		2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	\$756,203.00			NNL05AC93T
		2003	4200228056		\$63,000.00		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
		2001	4200233549	\$211,600.00			NNL05AC93T
Modification 17	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
		2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in applicable tasks			
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
subtotal Option 2 period:				\$4,217,239.00	\$87,000.00	\$214,500.00	

Contract NNL05AA02B Modification 30

Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
Modification 27	Revise SOW		Not applicable.	\$0.00			
Modification 28	Add funds to 3001	3001	4200280789	\$661,000.00			NNL05AC93T
Modification 29	Add funds to 3001	3001	4200291172	\$605,675.72			NNL05AC93T
Modification 30	Add funds to 3004	3004	4200291172			\$9,729.90	NNL05AC96T
subtotal Option 3 period:				\$2,932,553.00	\$0.00	\$9,729.90	
Grand total: Base + Option 1+Option 2:				\$13,975,564.00	\$315,490.90	\$624,229.90	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 000031		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. n/a	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 13) 09/01/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

n/a

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of Parties

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

a. The purpose of this modification is incorporate a requirement under CLIN 3004 for the benchmarking of APPEL services against industry excellence standards to implement improvements based on qualitative and quantitative results.

b. Based on the above, the attached Statement of Work, "FY 2009 Benchmarking Assessment & Membership" is hereby incorporated into the contract.

c. The price for this requirement is \$47,568.40. This amount will be obligated under task NNL05AC96T.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) [Redacted]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Hisey	
15C. DATE SIGNED 6/19/09		16C. DATE SIGNED 19 June 2009	
15B. UNITED STATES OF AMERICA [Redacted]		16B. UNITED STATES OF AMERICA [Signature of Contracting Officer]	



NNL05AA02B

Modification 31

Page 2 of 5

NASA APPEL Statement of Work (SOW) Request Form

Contract No.:	NNL05AA02B	Task Order No.:	CLIN 3004
Requesting Organization:	NASA APPEL, Office of the Chief Engineer (OCE)	Funding Source:	NASA APPEL
Task Order Title:	FY 2009 Benchmarking Assessment & Membership		
Period of Performance:	Date of Contracting Officer approval through October 2009		
Background of Work to be Performed:	<p>The Academy of Program/Project and Engineering Leadership is seeking an innovative approach to benchmarking APPEL's services against industry excellence standards to implement improvements based on quantitative and qualitative results to meet its mission. The results of the benchmarking assessment will:</p> <ul style="list-style-type: none"> • Identify weaknesses and gaps in the development of knowledgeable and competent staff to deliver projects and programs • Understand where to focus APPEL expenditures to give maximum leverage • Compare the value for the dollar APPEL receives with comparable organizations • Learn together with leading organizations across different industries, all of whom share similar challenges, but approach them in different ways • Gain fresh ideas on this strategically vital topics <p>The contractor shall conduct an assessment of NASA's "Project Academy" that will provide an understanding of how the strategic development of competent resources is being used to deliver NASA's portfolio of strategic initiatives. This assessment will provide NASA with an understanding of how the "NASA Academy" compares to others, and it will be able to identify and implement improvement plans aimed at building a practice of excellence.</p> <p>The contractor shall implement the benchmarking assessment beginning in June 2008 and complete all associated activities by September 2009, with a written report and PowerPoint slides delivered no later than October 16, 2009 to the APPEL Director, Dr. Edward Hoffman.</p>		
Objectives and Desired Results:	The contractor shall conduct an APPEL benchmarking assessment over a five (5) week timeframe, using proven methodologies and best practices.		

	<p>Stage 1 – Planning: The contractor shall plan the logistics of the assessment, including the sources of information needed for the assessment and individuals to be involved in the assessment, per the direction of the NASA Technical Monitor (TM).</p> <p>A project schedule shall be developed based on finalized logistics, a kick-off meeting shall be held with all key stakeholders, and an overview of the assessment will be presented to the NASA TM within the initial week (week 1) of the project.</p> <p>Stage 2 – Artifact Assessment: The contractor shall assess APPEL’s documented “vision” and / or methodology – ‘what we intend to deliver’. The contractor shall complete this task either at NASA HQ or off-site through a review of documentation provided by APPEL in whatever format is most suitable (i.e., strategy documents, procedure manuals, CD-ROM, access to website, etc). In addition, the contractor will have access to designated APPEL stakeholders by telephone and/or e-mail for clarification purposes.</p> <p>Stage 3 – Deployment Workshop: The contractor shall conduct a facilitated half-day workshop to assess the current state of deployment of APPEL documented “vision” and/or methodology (Approach) – “what is currently happening in reality.”</p> <p>In order to gain the best results, the workshop shall be attended by a representative cross-section of the “customers” of the APPEL, including Project Managers, Logistics Managers, and representatives of those functions who regularly make use of the academy or provide support to it (e.g. OHCM, Centers, Mission Directorates, Finance, Training, etc.).</p> <p>The NASA TM will provide a list of participants to the contractor for the facilitated workshop before the initial kick-off meeting and conduct the event during the second week of the project.</p> <p>Stage 4 – Analyses: The contractor shall provide a review of the documents gathered in stages 2 and 3 with the NASA TM to ensure the assessment correctly represents the current state of affairs. The NASA TM shall sign-off on the final work product in a schedule meeting with the contractor in the third week of the scheduled event.</p> <p>Stage 5 – Analysis and Reporting: The contractor shall score and compare the data gathered during stages 2 and 3 to the benchmark database. The contractor shall deliver a conclusion in the form of an integrated and comprehensive PowerPoint presentation, together with a set of charts and evidence files. These will highlight the main capability gaps identified, and make recommendations as to how these gaps should be addressed APPEL management.</p> <p>The contractor shall deliver a draft report to the NASA TM for review in week 4. Upon completion of that review, a final report will be issued within a week.</p>
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	<p>Stage 6 – Feedback: The contractor shall deliver the assessment findings through a scheduled formal presentation to the NASA TM and other APPEL senior managers. Following delivery of the results, the contractor shall schedule a one (1) day “Improvement Planning Session” with the NASA TM and selected individuals to develop an action plan to prioritize and deliver the recommended improvements.</p>
<p>Functional Description of Work to be Performed with Deliverables and Delivery Schedule:</p>	<p>The contractor shall perform the following task requirements:</p> <p>Task 1 – APPEL Support: The contractor shall provide support under CLIN 3001/4001 – Program Operations Support as directed by the APPEL COTR and NASA (TM) to assist with the implementation and oversight of the APPEL Benchmarking Assessment (Task 2).</p> <p>Task 2 – APPEL Benchmarking Assessment: The contractor shall plan and implement the benchmarking assessment and reporting per stages 1-6 note above, commensurate with LaRC CO approval and the following notional schedule:</p> <ul style="list-style-type: none"> • Kick-off Meeting: Week 1 • Deployment Assessment Workshop: Week 2 • Evidence Review Meeting & Sign-off: Week 3 • Draft Report: Week 4 • Feedback Presentation: Week 5 <p>Task 3 – Human Services 1-year Network Membership: The contractor shall procure a 1-year Network Membership of Human Systems’ North America Network for APPEL, which provides the following:</p> <ul style="list-style-type: none"> • The right to undertake a Corporate Practice Benchmark Assessment (CPA) against other members of Human Systems’ Global Network • The right to undertake a ‘Project Academies’ Benchmark Assessment against other members of Human Systems’ Global Network • Access for up to two (2) representatives to participate in regular Workshops of the Human Systems’ North America Network (currently 3 x 1-day and 1 x 2-day workshops per annum) • Opportunity for up to 2 representatives to attend and participate in Human Systems annual Global Workshop • Access for up to 12 representatives to Human Systems’ Member’s Network intranet • Discounted rates for Individual Competency Assessments and for Project Profiling (PHT) services • Discounted Masterclass and consultancy rates <p>The contractor shall present the Membership Agreement to the NASA TM and APPEL COTR for review and signature, commensurate with LaRC CO approval of the task order.</p>

	Task 4 – Materials: The contractor shall review all materials with the NASA TM. All materials produced in accordance with this SOW shall be the property of NASA APPEL and the government.		
Government Furnished Items:	The Government shall provide the following items at NASA HQ: <ul style="list-style-type: none">• Meeting and Workshop Facilities• Windows PC with PowerPoint 2003 or later• Digital Projection System• Projection Screen• TV/VCR• Lapel and Hand Microphones (if required)• Flip Charts and Markers		
Special Instructions for Performance of Task Order:	All travel in support of this SOW is subject to the Federal Travel Regulation (FTR), contract paragraphs C.3.8 and H.18. All related travel is to be pre-approved by the NASA COTR and shall be reported using the following categories: <ul style="list-style-type: none">• Trip Purpose• Origination/Destination• Number of Individuals Traveling• Trip Duration• Airfare Estimate• Car Rental Estimate• Lodging, Meals and Incidental Expenses (M&IE). All items clearly separated – Maximum lodging (excluding taxes), M&IE rate, Maximum Per Diem Rate, and First and Last Day M&IE (75% of M&IE Rate)		
NASA Task Monitor (TM) Contact Information			
NASA TM:	Dr. Edward J. Hoffman	Mail Stop:	6S86
Phone Number:	(202) 358 – 2182	Email Address:	edward.j.hoffman@nasa.gov
NASA APPEL COTR Contact Information			
NASA COTR:	Roger C. Forsgren	Mail Stop:	6M80
Phone Number:	(202) 358 – 0859	Email Address:	Roger.c.forsgren@nasa.gov
Proposed Cost Estimates:	The following represents an estimate for the costs associated with the SOW under CLIN 3004 – Miscellaneous Services/Support: <ul style="list-style-type: none">• APPEL Benchmarking Assessment		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 000032		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC		5. PROJECT NO. (If applicable) N/A	
		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 13) 09/01/2005	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.233-22, Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

a. The purpose of this modification is to allot incremental funding to CLIN 3003 in the amount of \$10,000.00. As a result of this modification, the total dollars obligated for CLIN x003 is changed to \$325,490.90.

b. Funding for this modification is appropriated under task NNL05AC95T.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Hisey	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
		0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	\$400,125.00			NNL05AC93T
		0003	4200134333		\$46,915.00		NNL05AC95T
		0004	4200147469			\$400,000.00	NNL05AC96T
subtotal Base period:				\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
			420173277	\$660,000.00	\$0.00	\$0.00	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
subtotal Option 1 period:				\$3,819,696.00	\$111,575.90	\$0.00	

Contract NNL05AA02B Modification 32

Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	\$1,329,580.00			NNL05AC93T
		2003	4200215786		\$20,000.00		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		\$4,000.00		NNL05AC95T
		2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	\$756,203.00			NNL05AC93T
		2003	4200228056		\$63,000.00		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
		2001	4200233549	\$211,600.00			NNL05AC93T
Modification 17	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
		2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in applicable tasks			
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
subtotal Option 2 period:				\$4,217,239.00	\$87,000.00	\$214,500.00	

Contract NNL05AA02B Modification 32

Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
Modification 27	Revise SOW		Not applicable.				
Modification 28	Add funds to 3001		4200282477 & 4200280789	\$661,000.00			NNL05AC93T
Modification 29	Add funds to 3001		4200291172	\$605,657.72			NNL05AC93T
Modification 30	Add funds to 3004	3004	4200292226			\$9,729.90	NNL05AC96T
Modification 31	Add funds to 3004	3004	4200299131			\$50,000.00	NNL05AC96T
Modification 32	Add funds to 3003	3003	4200299045		\$10,000.00		NNL05AC95T
subtotal Option 3 period:				\$2,932,535.00	\$10,000.00	\$59,729.90	
Grand total: Base + Option 1+Option 2:				\$13,975,546.00	\$325,490.90	\$674,229.90	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000033		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. n/a	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 13) 09/01/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

n/a

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-19, Option to Extend the Term of the Contract (MAR 2000)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

a. The purpose of this modification is to exercise Option 4 period of performance, 01 September 2009 through 31 August 2010. CLIN 4001, Program Operations Support, is incrementally funded in the amount of \$495,910.00 under task NNL05AC93T.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Hisey	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 4/AUGUST 2009

b. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item **4001** the sum of ~~\$495,910.00~~ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 4001	
October 2009	\$247,955

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31st, 2009."

c. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
		0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	\$400,125.00			NNL05AC93T
		0003	4200134333		\$46,915.87		NNL05AC95T
		0004	4200147469			\$400,000.00	NNL05AC96T
subtotal Base period:				\$3,006,076.00	\$116,915.87	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
			420173277	\$660,000.00	\$0.00	\$0.00	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
subtotal Option 1 period:				\$3,819,696.00	\$111,575.90	\$0.00	

CONTRACT FUNDING SUMMARY CONTINUED ON NEXT PAGE

Contract NNL05AA02B Modification 24

Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	\$1,329,580.00			NNL05AC93T
		2003	4200215786		\$20,000.00		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		\$4,000.00		NNL05AC95T
		2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	\$756,203.00			NNL05AC93T
		2003	4200228056		\$63,000.00		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
		2001	4200233549	\$211,600.00			NNL05AC93T
Modification 17	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
		2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in applicable tasks			
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
subtotal Option 2 period:				\$4,217,239.00	\$87,000.00	\$214,500.00	

CONTRACT FUNDING SUMMARY CONTINUED ON NEXT PAGE

Contract NNL05AA02B Modification 24

Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
Modification 27	Revise SOW		Not applicable.				
Modification 28	Add funds to 3001		4200282477 & 4200280789	\$661,000.00			NNL05AC93T
Modification 29	Add funds to 3001		4200291172	\$605,657.72			NNL05AC93T
Modification 30	Add funds to 3004	3004	4200292226			\$9,729.90	NNL05AC96T
Modification 31	Add funds to 3004	3004	4200299131			\$50,000.00	NNL05AC96T
Modification 32	Add funds to 3003	3003	4200299045		\$10,000.00		NNL05AC95T
subtotal Option 3 period:				\$2,932,535.00	\$10,000.00	\$59,729.90	
Option 4 Period:							
Modification 33	Exercise Option 4 & add funds to CLIN 4001	4001	4200306745 & 4200307652	\$495,910.00			NNL05AC93T
subtotal Option 4 period:				\$495,910.00	\$0.00	\$0.00	
Grand Total				\$14,471,456.00	\$325,491.77	\$674,229.90	

CONTRACT FUNDING SUMMARY CONTINUED ON NEXT PAGE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 1			
2. AMENDMENT/MODIFICATION NO. 000034		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. n/a		5. PROJECT NO. (If applicable) n/a		
6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963				(x) 9A. AMENDMENT OF SOLICITATION NO.				
							9B. DATED (SEE ITEM 11)	
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B				
				10B. DATED (SEE ITEM 13) 09/01/2005				
CODE		FACILITY CODE						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required) n/a								
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X		D. OTHER (Specify type of modification and authority) FAR 52.233-22, Limitation of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)								
a. The purpose of this modification is to allot incremental funding to CLIN 4003 in the amount of \$5,000.00.								
b. As a result of this modification, the total dollars obligated for CLIN x003 is changed to \$330,491.77.								
c. Funding for this modification is appropriated under task NNL05AC95T.								
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)				
				Jeffrey Hisey				
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED		
_____ (Signature of person authorized to sign)				_____ (Signature of Contracting Officer)		20 November 2009		

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
		0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	\$400,125.00			NNL05AC93T
		0003	4200134333		\$46,915.87		NNL05AC95T
		0004	4200147469			\$400,000.00	NNL05AC96T
subtotal Base period:				\$3,006,076.00	\$116,915.87	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
			420173277	\$660,000.00	\$0.00	\$0.00	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
subtotal Option 1 period:				\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	\$1,329,580.00			NNL05AC93T
		2003	4200215786		\$20,000.00		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		\$4,000.00		NNL05AC95T
		2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	\$756,203.00			NNL05AC93T
		2003	4200228056		\$63,000.00		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
		2001	4200233549	\$211,600.00			NNL05AC93T
Modification 17	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
		2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in applicable tasks			
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
subtotal Option 2 period:				\$4,217,239.00	\$87,000.00	\$214,500.00	

Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
Modification 27	Revise SOW		Not applicable.				
Modification 28	Add funds to 3001		4200282477 & 4200280789	\$661,000.00			NNL05AC93T
Modification 29	Add funds to 3001		4200291172	\$605,657.72			NNL05AC93T
Modification 30	Add funds to 3004	3004	4200292226			\$9,729.90	NNL05AC96T
Modification 31	Add funds to 3004	3004	4200299131			\$50,000.00	NNL05AC96T
Modification 32	Add funds to 3003	3003	4200299045		\$10,000.00		NNL05AC95T
subtotal Option 3 period:				\$2,932,535.00	\$10,000.00	\$59,729.90	
Option 4 Period:							
Modification 33	Exercise Option 4 & add funds to CLIN 4001	4001	4200306745 & 4200307652	\$495,910.00			NNL05AC93T
Modification 34	Add Funds to 4003	4003	4200320045		\$5,000.00		NNL05AC95T
subtotal Option 4 period:				\$495,910.00	\$5,000.00	\$0.00	
Grand Total				\$14,471,456.00	\$330,491.77	\$674,229.90	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 000035		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. n/a	
5. PROJECT NO. (If applicable) n/a		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 13) 09/01/2005	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) n/a					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.233-22, Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
a. The purpose of this modification is to allot incremental funding to CLIN 4001 in the amount of \$452,651.					
b. As a result of this modification, the total dollars obligated for CLIN x001 is changed to \$14,924,107.					
c. Funding for this modification is appropriated under task NNL05AC93T.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Jeffrey Hisey		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	
				16C. DATE SIGNED 04 December 2009	

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
		0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	\$400,125.00			NNL05AC93T
		0003	4200134333		\$46,915.87		NNL05AC95T
		0004	4200147469			\$400,000.00	NNL05AC96T
subtotal Base period:				\$3,006,076.00	\$116,915.87	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
			420173277	\$660,000.00	\$0.00	\$0.00	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
subtotal Option 1 period:				\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	\$1,329,580.00			NNL05AC93T
		2003	4200215786		\$20,000.00		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		\$4,000.00		NNL05AC95T
		2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	\$756,203.00			NNL05AC93T
		2003	4200228056		\$63,000.00		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
		2001	4200233549	\$211,600.00			NNL05AC93T
Modification 17	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
		2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in applicable tasks			
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
subtotal Option 2 period:				\$4,217,239.00	\$87,000.00	\$214,500.00	

Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
Modification 27	Revise SOW		Not applicable.				
Modification 28	Add funds to 3001		4200282477 & 4200280789	\$661,000.00			NNL05AC93T
Modification 29	Add funds to 3001		4200291172	\$605,657.72			NNL05AC93T
Modification 30	Add funds to 3004	3004	4200292226			\$9,729.90	NNL05AC96T
Modification 31	Add funds to 3004	3004	4200299131			\$50,000.00	NNL05AC96T
Modification 32	Add funds to 3003	3003	4200299045		\$10,000.00		NNL05AC95T
subtotal Option 3 period:				\$2,932,535.00	\$10,000.00	\$59,729.90	
Option 4 Period:							
Modification 33	Exercise Option 4 & add funds to CLIN 4001	4001	4200306745 & 4200307652	\$495,910.00			NNL05AC93T
Modification 34	Add Funds to 4003	4003	4200320045		\$5,000.00		NNL05AC95T
Modification 35	Add Funds to 4001	4001	4200320031	\$452,651.00			NNL05AC93T
subtotal Option 4 period:				\$948,561.00	\$5,000.00	\$0.00	
Grand Total				\$14,924,107.00	\$330,491.77	\$674,229.90	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2			
2. AMENDMENT/MODIFICATION NO. 000036		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. n/a		5. PROJECT NO. (If applicable) n/a		
6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963				(x)			9A. AMENDMENT OF SOLICITATION NO.	
							9B. DATED (SEE ITEM 11)	
				x			10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
							10B. DATED (SEE ITEM 13) 09/01/2005	
CODE		FACILITY CODE						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required) n/a								
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X		D. OTHER (Specify type of modification and authority) FAR 52.233-22, Limitation of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: a. Allot incremental funding to CLIN 4001 in the amount of \$177,527.08. As a result of this modification, the total dollars obligated for CLIN 4001 is changed to \$1,126,088.08. Funding for this modification is appropriated under task NNL05AC93T. b. Allot incremental funding to CLIN 4003 in the amount of \$10,000.00. As a result of this modification, the total dollars obligated for CLIN 4003 is changed to \$15,000.00. Funding for this modification is appropriated under task NNL05AC95T.								
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.								
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Hisey				
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA _____ (Signature of Contracting Officer)		16C. DATE SIGNED 08 January 2010		

c. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item x001 the sum of \$15,101,634.08 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 4001	
31 January 2010	TBD

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until 31 January 2010."

d. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
		0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	\$400,125.00			NNL05AC93T
		0003	4200134333		\$46,915.87		NNL05AC95T
		0004	4200147469			\$400,000.00	NNL05AC96T
subtotal Base period:				\$3,006,076.00	\$116,915.87	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
			420173277	\$660,000.00	\$0.00	\$0.00	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
subtotal Option 1 period:				\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	\$1,329,580.00			NNL05AC93T
		2003	4200215786		\$20,000.00		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		\$4,000.00		NNL05AC95T
		2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	\$756,203.00			NNL05AC93T
		2003	4200228056		\$63,000.00		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
		2001	4200233549	\$211,600.00			NNL05AC93T
Modification 17	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
		2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in applicable tasks			
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
subtotal Option 2 period:				\$4,217,239.00	\$87,000.00	\$214,500.00	

Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
Modification 27	Revise SOW		Not applicable.				
Modification 28	Add funds to 3001		4200282477 & 4200280789	\$661,000.00			NNL05AC93T
Modification 29	Add funds to 3001		4200291172	\$605,657.72			NNL05AC93T
Modification 30	Add funds to 3004	3004	4200292226			\$9,729.90	NNL05AC96T
Modification 31	Add funds to 3004	3004	4200299131			\$50,000.00	NNL05AC96T
Modification 32	Add funds to 3003	3003	4200299045		\$10,000.00		NNL05AC95T
subtotal Option 3 period:				\$2,932,535.00	\$10,000.00	\$59,729.90	
Option 4 Period:							
Modification 33	Exercise Option 4 & add funds to CLIN 4001	4001	4200306745 & 4200307652	\$495,910.00			NNL05AC93T
Modification 34	Add Funds to 4003	4003	4200320045		\$5,000.00		NNL05AC95T
Modification 35	Add Funds to 4001	4001	4200320031	\$452,651.00			NNL05AC93T
Modification 36	Add Funds to 4001	4001	4200324785	\$177,527.08			NNL05AC93T
	Add Funds to 4003	4003	4200324789		\$10,000.00		NNL05AC95T
subtotal Option 4 period:				\$1,126,088.08	\$15,000.00	\$0.00	
Grand Total				\$15,101,634.08	\$340,491.77	\$674,229.90	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000037		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. n/a	
5. PROJECT NO. (If applicable) n/a		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B	
				10B. DATED (SEE ITEM 13) 09/01/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

n/a

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of Parties

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

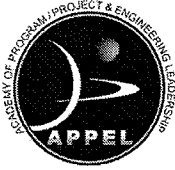
a. The purpose of this modification is incorporate a requirement under CLIN 4004 for the ACE College Credit Recommendation Services.

b. Based on the above, the attached Statement of Work, "APPEL American Council on Education College Credit Recommendation Services (ACE CREDIT)" is hereby incorporated into the contract.

c. The price for this requirement is \$19,333.62 (no fee). The requirement will be funded under task NNL05AC96T.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) [Redacted]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Hisey	
15B. CONTRACTOR/OFFEROR [Redacted] (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED 2/19/10		16C. DATE SIGNED 25 February 2010	



NNL05AA02B

Modification 37

Page 2 of 4

NASA APPEL Statement of Work (SOW) Request Form			
Contract No.:	NNL05AA02B	Task Order No.:	NNL05AC96T (CLIN 4004)
Requesting Organization:	NASA APPEL, Office of the Chief Engineer (OCE)	Funding Source:	NASA APPEL
Task Order Title:	APPEL American Council On Education College Credit Recommendation Services (ACE CREDIT)		
Period of Performance:	Date of Contracting Officer approval through March 2010.		
Background of Work to be Performed:	<p>Curriculum lies at the heart of The Academy's approach to building program/project and engineering capability at NASA. The courses are designed using project management and systems engineering competency models and focus on what the participants will need to enhance their own capabilities, knowledge and skills.</p> <p>We utilize best practices and NASA subject matter experts to ensure the best training available is provided to NASA's practitioners. In addition, integral components of the courses are pre- and post-assessments, which are designed to help practitioners identify their own strengths, the depth of their knowledge, any knowledge gaps, and knowledge gain.</p> <p>APPEL offers a curriculum with a world-class reputation that develops both technical skills and the leadership ability necessary to respond with speed and vision to a constantly changing landscape.</p> <p>The ACE CREDIT program furthers our mission and offers NASA practitioners with college credit for taking APPEL core and in-depth courses. These courses will support the development of NASA APPEL Colleges (e.g., Engineering, Program/Project Management, and Systems Engineering) under the APPEL umbrella.</p>		
Objectives and Desired Results:	<p>The contractor shall work with ACE to process six (6) APPEL courses for ACE CREDIT from the following list of seven (7) courses:</p> <ul style="list-style-type: none"> • Foundations of Aerospace at NASA (APPEL-FOU) • Project Management & Systems Engineering (APPEL-PM&SE) • Advanced Project Management & Systems Engineering (APPEL-APM&ASE) • Project Management Leadership-Lab (APPEL-PM-LAB) • Leading Complex Projects (APPEL-LC) • International Project Management (APPEL-IPM) • Continuous Risk Management (APPEL-CRM) 		

Functional Description of Work to be Performed:	<p>The contractor shall perform the following task requirements:</p> <p>NASA APPEL is tasked with the development of the NASA Technical Workforce and is developing a new framework for NASA Colleges, under the APPEL umbrella. The Contractor shall work with the NASA TM and perform the following subtasks:</p> <p>ACE CREDIT – Working with the NASA TM, select six (6) courses from the list of seven (7) identified courses (Attachment) for the ACE CREDIT program.</p> <ul style="list-style-type: none"> • Review the <i>Criteria for Eligibility to Participate</i> document in ACE CREDIT (College Credit Recommendation Service) and provide recommendation to NASA TM. • Identify courses to be reviewed through the ACE CREDIT course evaluation process and submit a concise description of each to ACE CREDIT (course duration, learning objectives, target audience, instructor qualifications, and syllabus). A Checklist is provided to identify the required materials (Attachment). • Support the <i>ACE CREDIT Content Review Committee (CCRC)</i>, which will determine the disciplines from which the evaluation team should be drawn and the number of team members required for course reviews • ACE Proposal and Cost Estimate (Attachment) – Review and submit the necessary forms and fees according to the ACE Proposal and Cost Estimate, dated December 10, 2009: • Following a successful site visit by the <i>ACE CREDIT National Coordinator</i>, the contractor shall finalize logistics for the review, distribute materials to the review team, and remit fixed fees. • Conduct course reviews and all post-review (positive review assessments and college credit recommendations) requirements as directed by the NASA TM and/or ACE Review Team (e.g., development and implementation of learning instruments for reviewed courses). • APPEL Portal Narrative – Work with the NASA APPEL Content Manager and Webmaster to provide content to support all positive review assessments and college credit recommendations under ACE CREDIT. • NASA SATERN: The contractor shall coordinate and provide appropriate course materials (real-time) to the SATERN Administrator for the APPEL Domain in accordance with NASA policies and procedures. The content shall include, but not limited to the following: <ul style="list-style-type: none"> • Course Costs • Course Descriptions • Course Collateral • PMI Professional Development Units (if applicable) • <i>ACE CREDIT</i>
Deliverables and Delivery Schedule:	<p>The contractor shall coordinate directly with the NASA TM and the APPEL Curriculum Team to establish a delivery schedule in support of the outlined deliverables in the ACE Proposal and Cost Estimate document.</p>

Government Furnished Items:	The Government shall provide support from CLIN 4001 – Program Operations Support to process the six (6) courses for ACE CREDIT.		
Special Instructions for Performance of Task Order:	The contractor shall work directly with Deborah Warin, NASA TM and APPEL COTR to execute the agreement as soon as possible (before the FY 2010 NASA PM Challenge).		
	Deborah Warin Director, College Credit Recommendation Service <u>Deborah_warin@ace.nche.edu</u> (202) 939 – 9324		
NASA Technical Monitor (TM) Contact Information			
NASA TM:	Dr. Edward J. Hoffman	Mail Stop:	6M82
Phone Number:	(202) 358 – 2182	Email Address:	<u>Edward.j.hoffman@nasa.gov</u>
NASA Contracting Technical Representative (COTR) Contract Information			
NASA COTR:	Roger C. Forsgren	Mail Stop:	6M80
Phone Number:	(202) 358 – 0859	Email Address:	<u>Roger.c.forsgren@nasa.gov</u>
Estimated Cost:	\$17,794.40		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2			
2. AMENDMENT/MODIFICATION NO. 000038		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200329301, 4200329325		5. PROJECT NO. (If applicable) n/a		
6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963				(x) 9A. AMENDMENT OF SOLICITATION NO.				
							9B. DATED (SEE ITEM 11)	
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B				
				10B. DATED (SEE ITEM 13) 09/01/2005				
CODE		FACILITY CODE						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule								
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X	D. OTHER (Specify type of modification and authority) 52.233-22, Limitation of Funds							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: a. Allot incremental funding to CLIN 4001 in the amount of \$1,849,371.92. As a result of this modification, the total dollars obligated for CLIN 4001 is changed to \$2,975,460.00. Funding for this modification is appropriated under task NNL05AC93T. b. Allot incremental funding to CLIN 4003 in the amount of \$30,000.00. As a result of this modification, the total dollars obligated for CLIN 4003 is changed to \$45,000.00. Funding for this modification is appropriated under task NNL05AC95T.								
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.								
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Hisey				
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA _____ (Signature of Contracting Officer)		16C. DATE SIGNED 11 March 2010		

c. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item x001 the sum of \$16,951,006.00 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 4001
Fully funded

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until 31 August 2010."

d. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001 & 0003.	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
		0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	\$400,125.00			NNL05AC93T
		0003	4200134333		\$46,915.87		NNL05AC95T
		0004	4200147469			\$400,000.00	NNL05AC96T
subtotal Base period:				\$3,006,076.00	\$116,915.87	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
			420173277	\$660,000.00	\$0.00	\$0.00	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
subtotal Option 1 period:				\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2001	4200215786	\$1,329,580.00			NNL05AC93T
		2003	4200215786		\$20,000.00		NNL05AC95T
Modification 13	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add funding to CLIN 2004	2003	4200219875		\$4,000.00		NNL05AC95T
		2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
Modification 15	Add funds to CLIN 2001, 2003, and revise Section B Schedule	2001	4200228046	\$756,203.00			NNL05AC93T
		2003	4200228056		\$63,000.00		NNL05AC95T
Modification 16	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
		2001	4200233549	\$211,600.00			NNL05AC93T
Modification 17	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
		2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in applicable tasks			
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
subtotal Option 2 period:				\$4,217,239.00	\$87,000.00	\$214,500.00	

Option 3 Period:							
Modification 22	funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
Modification 27	Revise SOW		Not applicable.				
Modification 28	Add funds to 3001		4200282477 & 4200280789	\$661,000.00			NNL05AC93T
Modification 29	Add funds to 3001		4200291172	\$605,657.72			NNL05AC93T
Modification 30	Add funds to 3004	3004	4200292226			\$9,729.90	NNL05AC96T
Modification 31	Add funds to 3004	3004	4200299131			\$50,000.00	NNL05AC96T
Modification 32	Add funds to 3003	3003	4200299045		\$10,000.00		NNL05AC95T
subtotal Option 3 period:				\$2,932,535.00	\$10,000.00	\$59,729.90	
Option 4 Period:							
Modification 33	Exercise Option 4 & add funds to CLIN 4001	4001	4200306745 & 4200307652	\$495,910.00			NNL05AC93T
Modification 34	Add Funds to 4003	4003	4200320045		\$5,000.00		NNL05AC95T
Modification 35	Add Funds to 4001	4001	4200320031	\$452,651.00			NNL05AC93T
Modification 36	Add Funds to 4001	4001	4200324785	\$177,527.08			NNL05AC93T
	Add Funds to 4003	4003	4200324789		\$10,000.00		NNL05AC95T
Modification 37	Add Funds to 4004	4004	4200329326			\$19,334.00	NNL05AC96T
Modification 38	Add Funds to 4001	4001	4200329301	\$1,849,371.92			NNL05AC93T
	Add Funds to 4003	4003	4200329325		\$30,000.00		NNL05AC95T
subtotal Option 4 period:				\$2,975,460.00	\$45,000.00	\$19,334.00	
Grand Total				\$16,951,006.00	\$370,491.77	\$693,563.90	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 1		
2. AMENDMENT/MODIFICATION NO. 000039		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200332289, 4200331364		5. PROJECT NO. (If applicable) n/a	
6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963				(x)			9A. AMENDMENT OF SOLICITATION NO.
							9B. DATED (SEE ITEM 11)
				x			10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B
							10B. DATED (SEE ITEM 13) 09/01/2005
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) n/a							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X		D. OTHER (Specify type of modification and authority) 52.233-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
a. The purpose of this modification is to:							
1. Allot incremental funding to CLIN 4003 in the amount of \$5,463.50. This funding is to cover the travel incurred under task order NNL10AB01T. As a result of this modification, the total dollars obligated for CLIN 4003 is changed to \$50,463.50. Funding for this modification is appropriated under task NNL05AC95T.							
2. Allot incremental funding to CLIN 4004 in the amount of \$9,778.50. This funding is to cover the Global Corporate Council Membership Dues for the Project Management Institute. As a result of this modification, the total dollars obligated for CLIN 4004 is changed to \$29,112.50. Funding for this modification is appropriated under task NNL05AC96T.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Jeffrey Hisey			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)		16 March 2010	

CONTRACT FUNDING SUMMARY							
	Action Description	CLIN	PR Number				
				Total Funding By CLIN			NASA SAP P.O. #
				(CLIN X002 Funded by Task Order)			(For Internal Use Only)
				x001	x003	x004	
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		0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
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		0003	4200134333		\$46,915.87		NNL05AC95T
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subtotal Base period:				\$3,006,076.00	\$116,915.87	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
			420173277	\$660,000.00	\$0.00	\$0.00	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
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		2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
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		2003	4200228056		\$63,000.00		NNL05AC95T
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Modification 27	Revise SOW		Not applicable.				
Modification 28	Add funds to 3001		4200282477 & 4200280789	\$661,000.00			NNL05AC93T
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Modification 38	Add Funds to 4001	4001	4200329301	\$1,849,371.92			NNL05AC93T
	Add Funds to 4003	4003	4200329325		\$30,000.00		NNL05AC95T
Modification 39	Add Funds to 4003	4003	4200331364		\$5,432.50		NNL05AC95T
	Add Funds to 4004	4004	4200332289			\$9,778.50	NNL05AC96T
subtotal Option 4 period:				\$2,975,460.00	\$50,432.50	\$29,112.50	
Grand Total				\$16,951,006.00	\$375,924.27	\$703,342.40	